



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
Tuesday, February 19, 2019 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

Donald L. Wharton, Mayor
Norma Kastner-Jauregui, Mayor Pro-Tempore
Luke Hamby, Council Member
Sam Couchman, Council Member
George A. Nava, Council Member

Alma Benavides, City Clerk
William S. Smerdon, City
Attorney/City Treasurer
Rosanna Bayon Moore, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE Deacon Don Spinney, Sacred Heart Church

1. APPROVAL OF AGENDA

- 2. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) this is the time for the public to address the Council **on any item not appearing on the agenda** that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. **Please direct your questions and comments to the City Council.**

3. SPECIAL PRESENTATIONS

- a) Presentation of Certificates of Recognition to Brawley Union High School Academic Decathlon Team
- b) Presentation by Dominic Fiorenza re: Boy Scout Eagle Project to Repair & Replace Fence at Imperial Valley Conservation Research Center. **Pgs 5-17**
- c) Introduction of Newly Promoted Assistant Chief Operator of the City of Brawley Water Treatment Plant Ricardo Arguellez and Literacy & Mobile Books Services (LAMBS) Coordinator Karen Teran

- 4. CONSENT AGENDA** Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

- a) Approve Accounts Payable: February 1, 2019 **Pgs 18-28**
 February 15, 2019 **Pgs 29-41**
- b) Adopt Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2018/2019 City of Brawley Budget for the Fire Department in the Amount of \$18,119.28 to Reflect State of California Reimbursement for the Mendocino Complex Fire in Ukiah, CA. **Pgs 42-45**

5. REGULAR BUSINESS

- a) Scheduled Public Hearing for Submittal of State Community Development Block Grant (CDBG) Application at 6PM or Shortly Thereafter. **Pgs 46-148**
 - (1) Open Public Hearing and Receive Public Input
 - (2) Close Public Hearing
 - (3) Discussion and Potential Action to Adopt City Council Resolution No. 2019-__ : Resolution of the City Council of the City of Brawley, California

Approving an Application for Funding and the Execution of A Grant Agreement and Any Amendments Thereto From the 2018 Funding Year for the State of California CDBG Program.

- (4) Discussion and Potential Action to Adopt City Council Resolution No. 2019-___ : Resolution of the City Council of the City of Brawley, California Adopting the Revised City of Brawley CDBG Housing Rehabilitation Program and Homebuyer Guidelines
- b) Discussion and Potential Action to Approve Loan #H10897-447 Funded by 15-HOME-10897 in the Amount of \$146,850 and Award a Contract to Raul Garcia Construction. **Pgs 149-150**
- c) Discussion and Potential Action Approve Insurance Waiver for Mobile Consulate Services at the Brawley Main Branch Library on February 23, 2019 from 9AM to 4:30PM at the Request of the Mexican Consulate. **Pgs 151-153**
- d) Discussion and Potential Action to Adopt City Council Resolution No. 2019- ___ : Resolution of the City Council of the City of Brawley, California, Authorizing the Submission of the City of Brawley's Proposed Projects in Response to Imperial County Transportation Commission (ICTC) Congestion Mitigation and Air Quality (CMAQ) 2018 Call for Projects for Fiscal Years 2019/2020, 2020/2021, and 2021/2022. **Pgs 154-159**
- e) Discussion and Potential Action to Adopt City Council Resolution No. 2019-___ : Resolution of the City Council of the City of Brawley, California Authorizing the Submission of the City of Brawley's Proposed Projects in Response to Imperial County Transportation Commission (ICTC) Surface Transportation Block Grant (STBG) 2018 Call for Projects for Fiscal Years 2019/2020, 2020/2021, and 2021/2022. **Pgs 160-165**
- f) Discussion and Potential Action to Award a Professional Engineering Services Agreement with LC Engineering Consultants, Inc. for the Design of Wildcat Drive Improvements from Western Avenue to South First Street in an Amount Not to Exceed \$65,960. **Pgs 166-178**

6. INFORMATION REPORT

- a) Record of Building Permits for January 2019 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official. **Pgs 179-180**

7. CITY COUNCIL MEMBER REPORTS

8. CITY MANAGER REPORT

9. CITY ATTORNEY REPORT

10. CITY CLERK REPORT

11. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR

- a) Agency Designated Representative: Rosanna Bayon Moore, City Manager
Employee Organization: Brawley Police Sergeants' Association and Brawley Firefighters Association

POTENTIAL LITIGATION (C.G.C. Section §54956.9)

- a) Conference with Legal Counsel – One (1) case

PERSONNEL MATTERS (C.G.C. §54957)

- a) Public Employee Appointment to the Position of Finance Director

ADJOURNMENT Regular Meeting, ***Tuesday, March 5, 2019 @ 6:00 PM***, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

Alma Benavides, City Clerk

February 12, 2019

Ms. Rosanna B. Moore, City Manager
City of Brawley
Administration Offices
383 Main Street
Brawley, CA 92227

Dear Ms. Moore:

Subject: Request City of Brawley Support of Imperial Valley Conservation
Research Center; Fence Repair and Replacement Project

On behalf of the Imperial Valley Conservation Research Center, I am requesting the City of Brawley's consideration of support for a fence repair and replacement improvement project, which I am conducting for their benefit as part of a Boy Scout Eagle Project. If I can provide a brief presentation for your City Council and the public, I would be grateful.

My name is Dominic Fiorenza, I'm in 11th grade at Calipatria High School and I'm a current Life Scout in Boy Scout Troop 4070 in Imperial, CA. My role is to show and demonstrate leadership in helping fundraise, and be responsible for leading the effort in getting the work organized, fence materials purchased and work completed for a community enhancement project. The purpose of this fence repair and replacement work is to help my community where I live.

Background:

The project will benefit the IVCRC, a non-profit organization that operates the center, which is on County property under a lease agreement. As the underlying landowner, the County is also being asked separately for their support.

The mission of the IVCRC is to attract and foster excellent agricultural research and educational opportunities that take advantage of our unique setting with saline soils, a desert climate, and a rich agricultural community with abundant water resources. The IVCRC is an independently run non-profit research center whose primary role is supporting agricultural research that benefits our Imperial Valley. They have about 130 acres of small plots that agricultural companies and farmers lease to conduct trials, and do research related to seeds, crop type, soils, irrigation and farming practices, etc. The IVCRC provides farming services to these customers. They also have a student farm project that serves to provide nutrition education. They are an important resource for the Imperial Valley agricultural, farming and business community. The results of the research make a difference in contributing to on-farm efficiency, water conservation and improved agricultural practices. A step further is future economic and agricultural business developments that will contribute to our Valley.

The Eagle Project:

The project will repair and replace fencing along the IVCRC frontage on State Route 86 south of Brawley. It will begin near Austin Road and proceed along IID power pole line to at most about 700 feet northeast of the existing main entrance of the Research Center, depending on funding obtained. Portions of the existing fencing has deteriorated and sections are completely missing. The proposed fence repairs and replacement will be in the same location and alignment where it exists, and where it used to occupy prior to the placement of an IID transmission line.

The purpose of the fencing will add perimeter security and controlled access for the Research Center, with the security aspect being food safety and corporate sensitivity of plant testing and breeding. Most important to me is that the fence will also promote a better atmosphere (aesthetics) for the Research Center and residents entering and leaving Brawley.

The project as a whole includes the post and barbed wire repairs and replacement of the approximate 3,000 feet portion from Austin Road northeast to the main entrance gate. The damaged gate will be replaced with a nicer entrance gate and fence replacement would proceed with a more suitable fence material (for an urban environment) towards the Pioneers Hospital property as it approaches the City of Brawley. Primarily volunteers will conduct the work, where possible. The fencing materials and supplies cost for the portion up to the main entrance gate is estimated at approximately \$5,500. This amount does not include a nicer entrance and enhanced fencing from the gate to the northeast, which will add cost.

My project is completely relying on community support so the project will go as far as the funding obtained. I have started fundraising efforts from our community, including sending letters requesting support to local area agricultural companies and businesses, the County and IID. I have also contacted service clubs including the Brawley Elks, Brawley Community Foundation and Brawley Rotary Club.

Requests:

If the City of Brawley were able to provide any monetary support towards this community enhancement fence project, of any amount it would be appreciated.

Any funds received for the fence project would go directly to the IVCRC, which will administer the funds for the material purchasing. My IVCRC contact is Mr. Jim Wood, Director at PO Box 1375 Brawley, CA 92227. The physical address where the project is located is 4151 Hwy 86, Brawley.

I appreciate the opportunity to present my Eagle Project for the benefit of the Imperial Valley Conservation Research Center, to your City Council, and interested members of the public.

Respectfully,

Dominic Fiorenza

Dominic Fiorenza
PO Box 738
Brawley, CA 92227

cc: Mr. Jim Wood, Director IVCRC, Eagle Project Beneficiary
Mr. Tim Kelley, IVEDC, Eagle Project Coach

Pictures for Imperial Valley Conservation Research Center Fence Repairs & Replacement Eagle Project

Dominic Fiorenza

Troop 4070 Imperial, Desert Trails

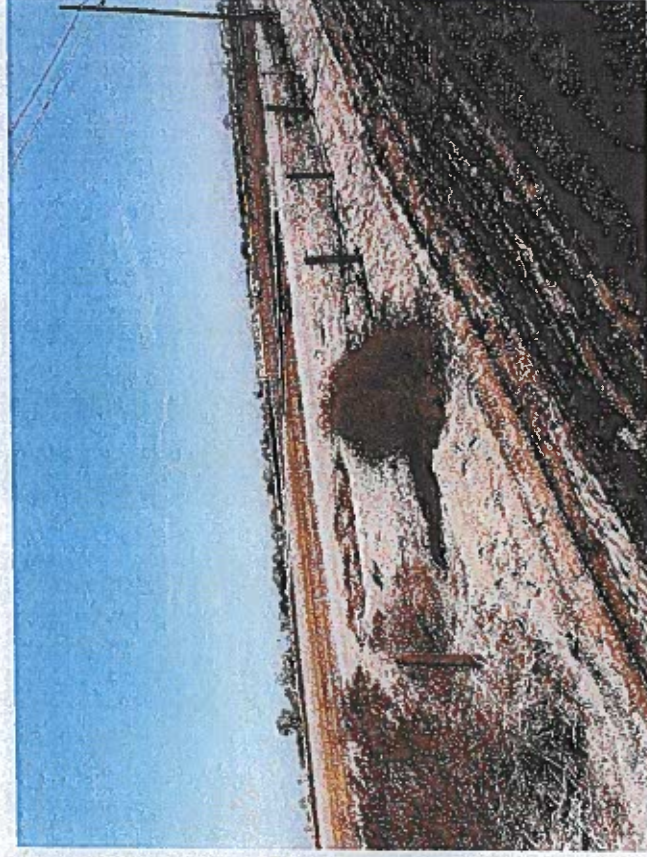
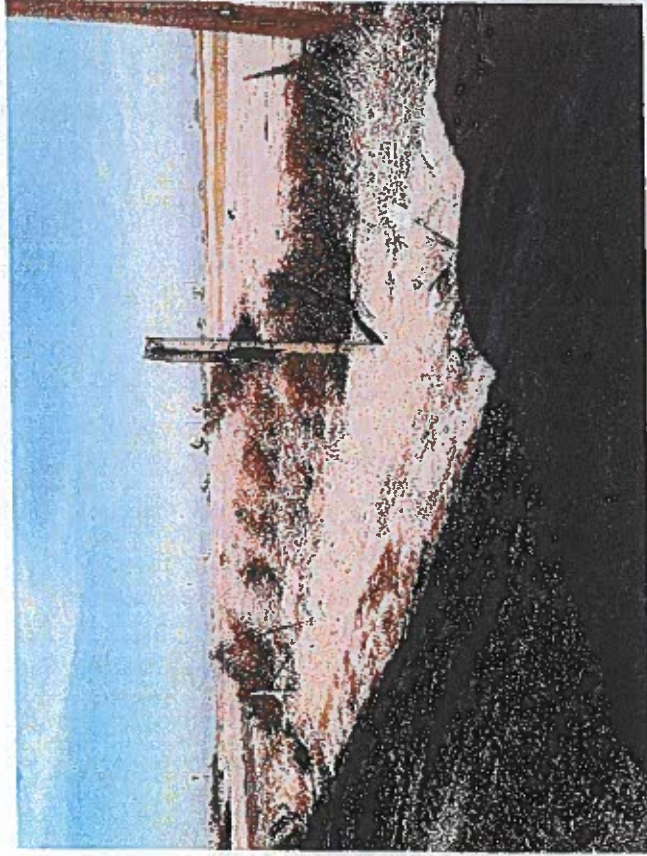
San Diego-Imperial Council



BOY SCOUTS OF AMERICA®

Troop 4070 Imperial

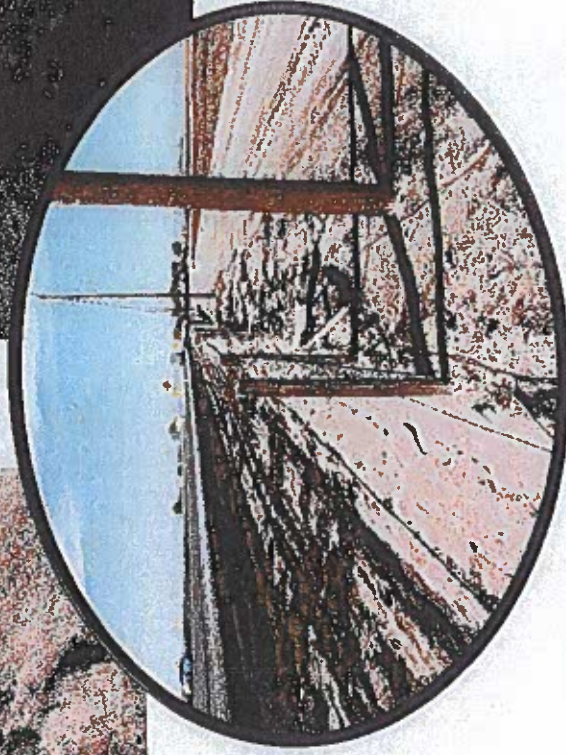
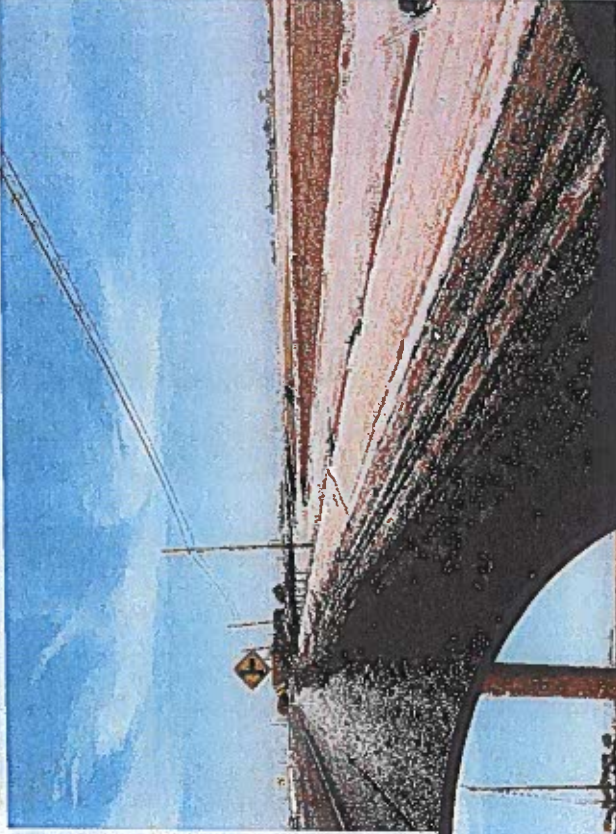
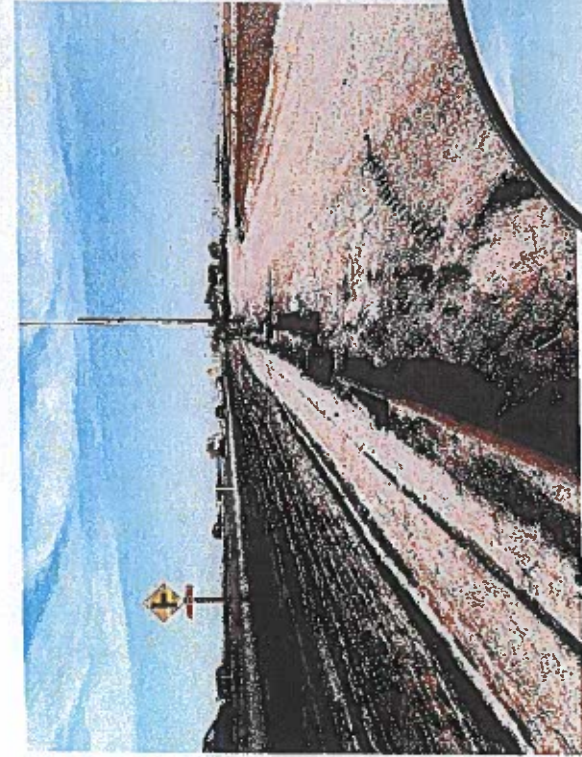
Begin Project by Austin Rd, West side of project



BOY SCOUTS OF AMERICA®

Troop 4070 Imperial 2

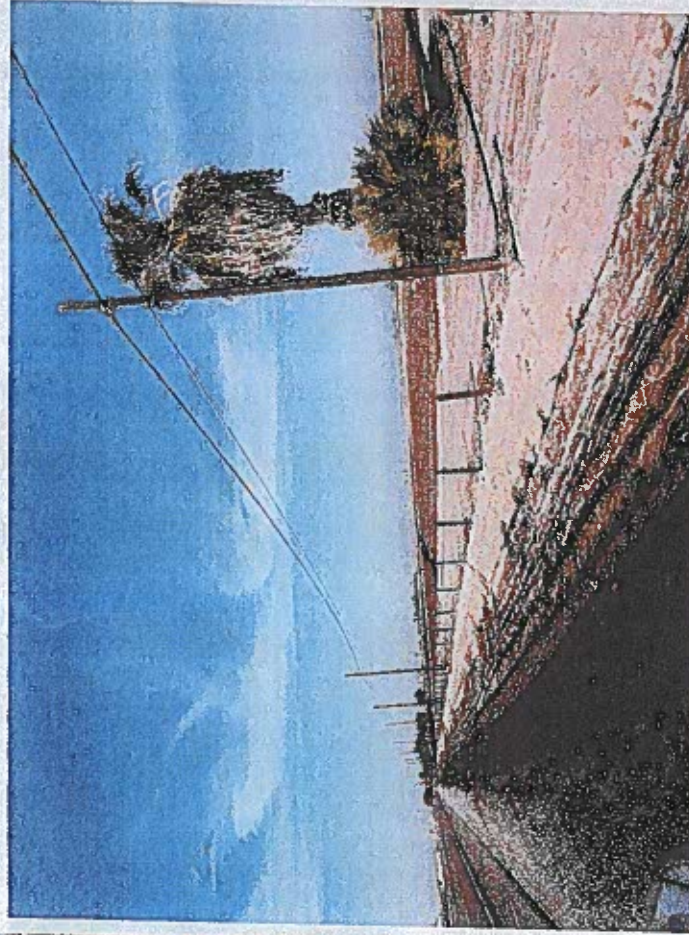
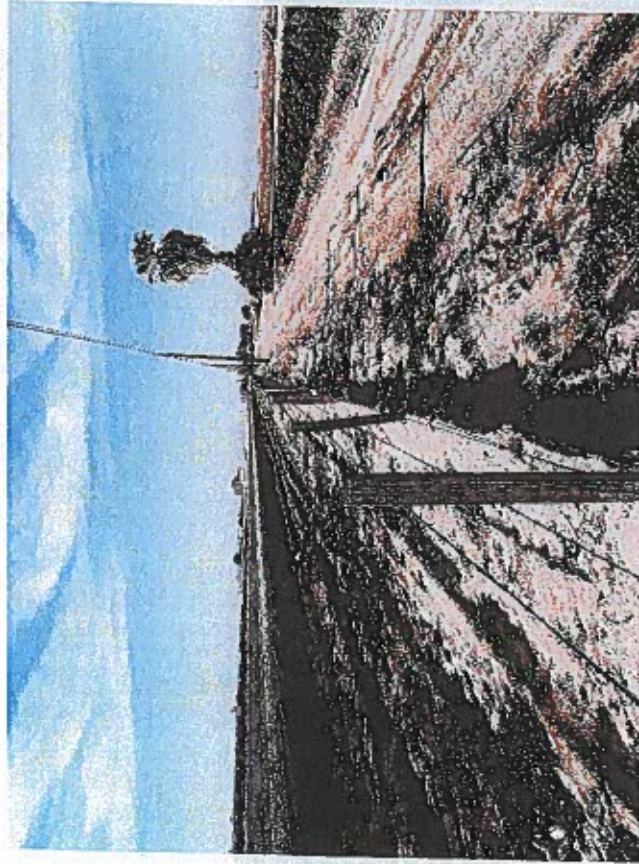
East of beginning looking west



BOY SCOUTS OF AMERICA®

Troop 4070 Imperial 3

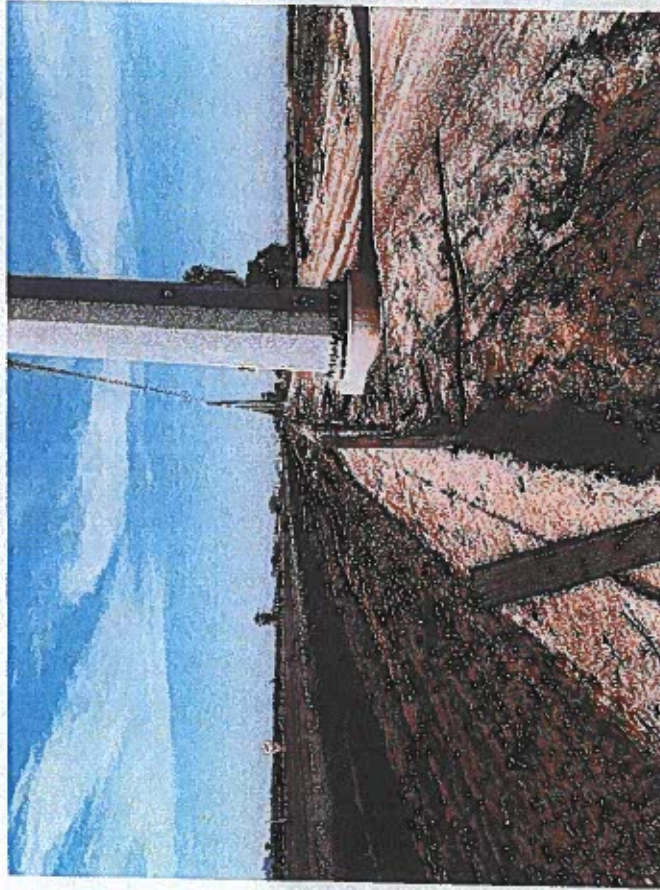
West of metal power pole, looking west



BOY SCOUTS OF AMERICA®

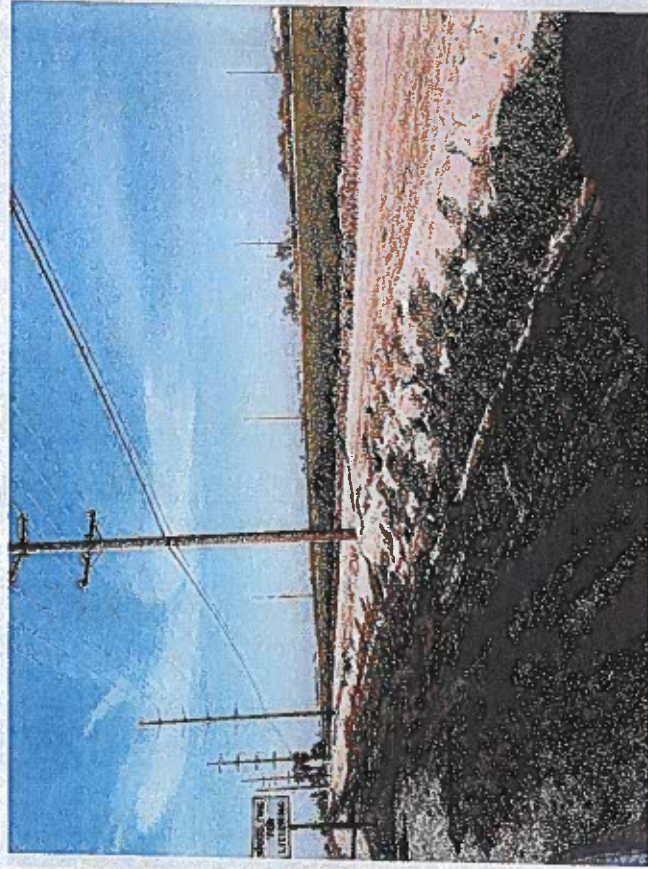
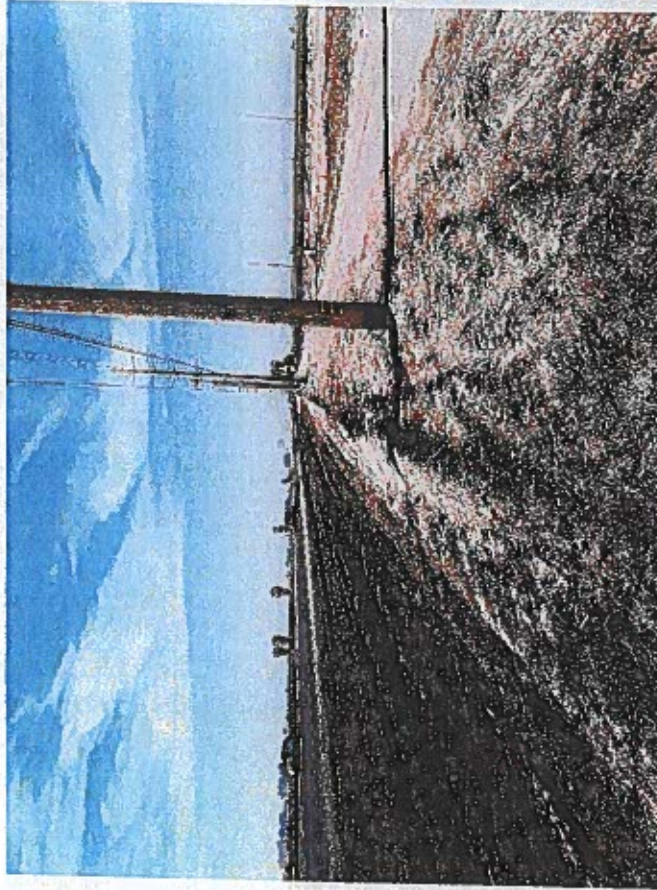
Troop 4070 Imperial 4

Metal power pole, looking west



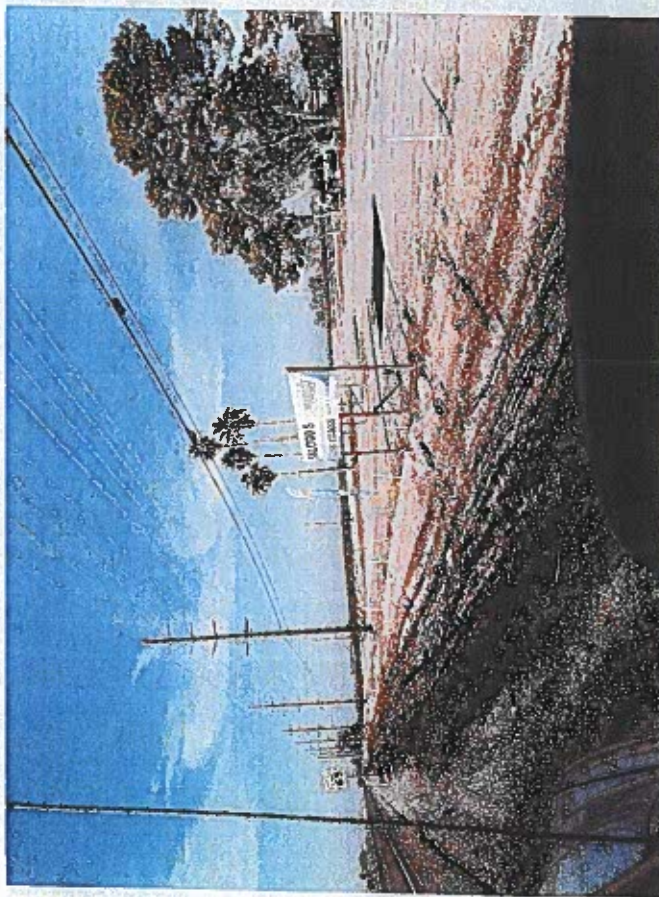
Troop 4070 Imperial 5

East of metal power pole looking west



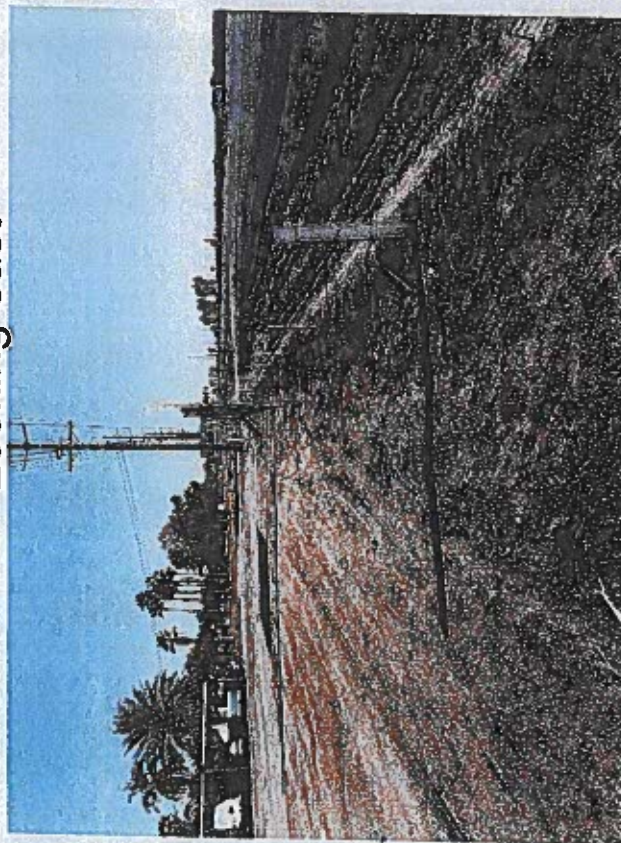
Troop 4070 Imperial 6

West of main entrance gate



Looking west

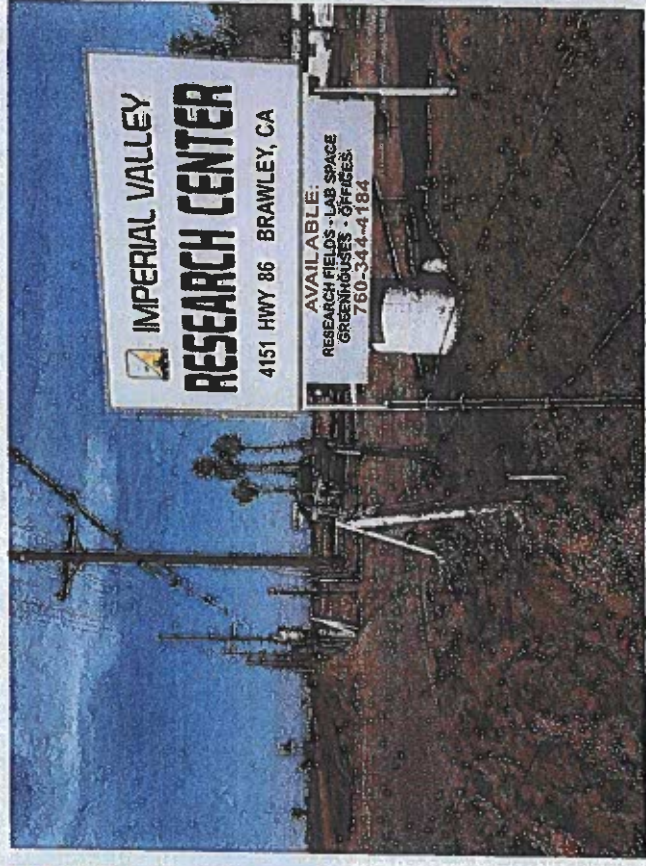
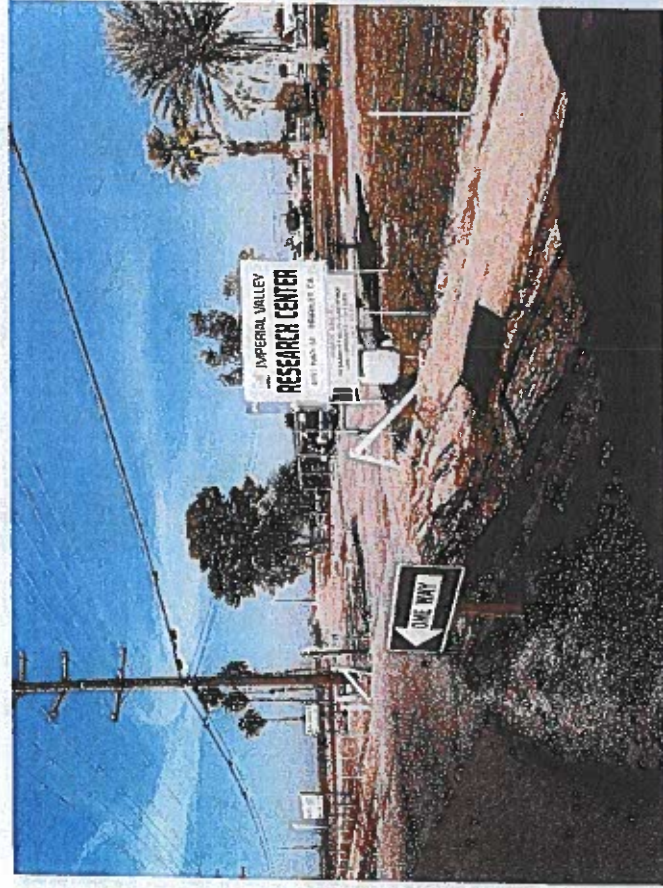
Looking east



BOY SCOUTS OF AMERICA®

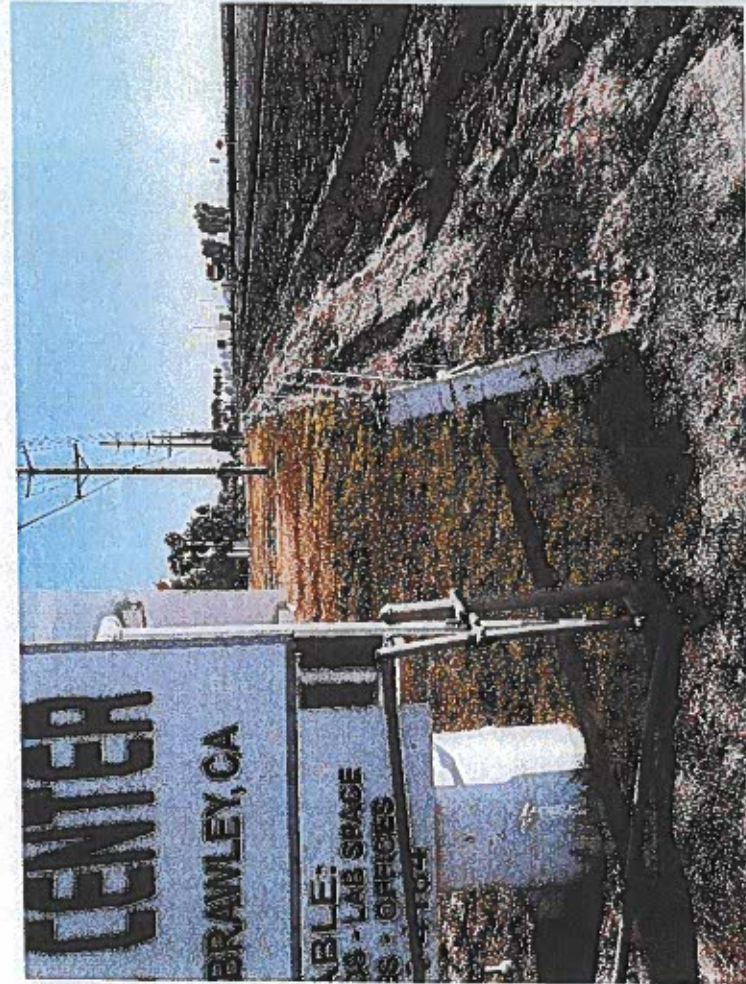
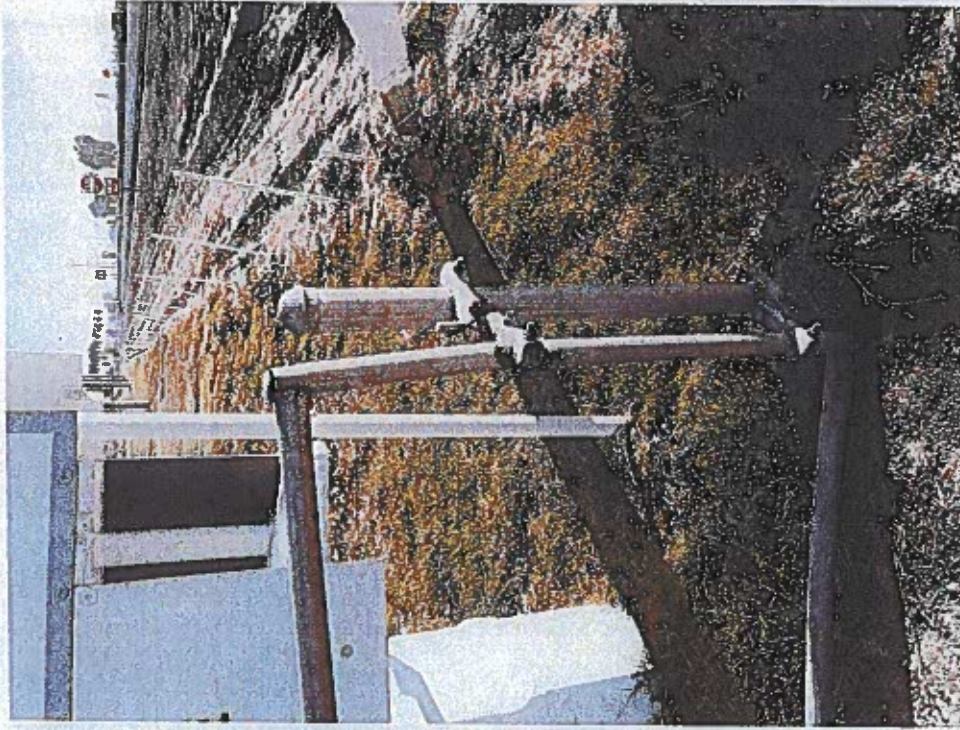
Troop 4070 Imperial 7

Main entrance gate looking west



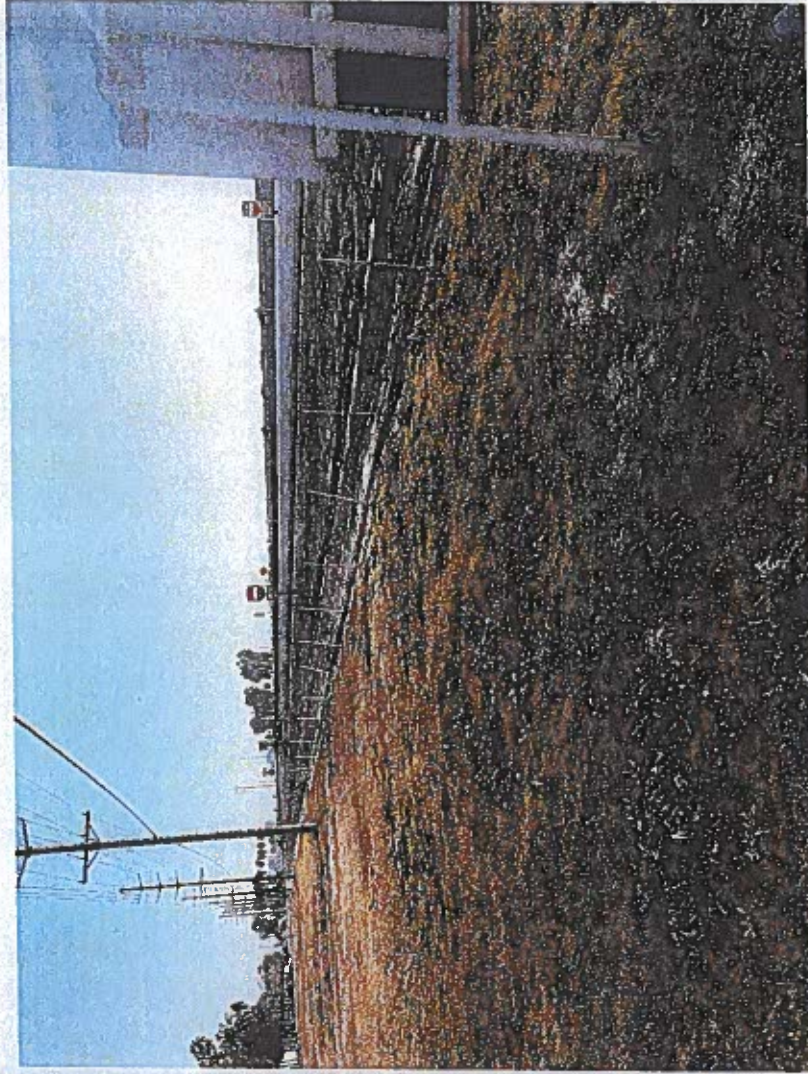
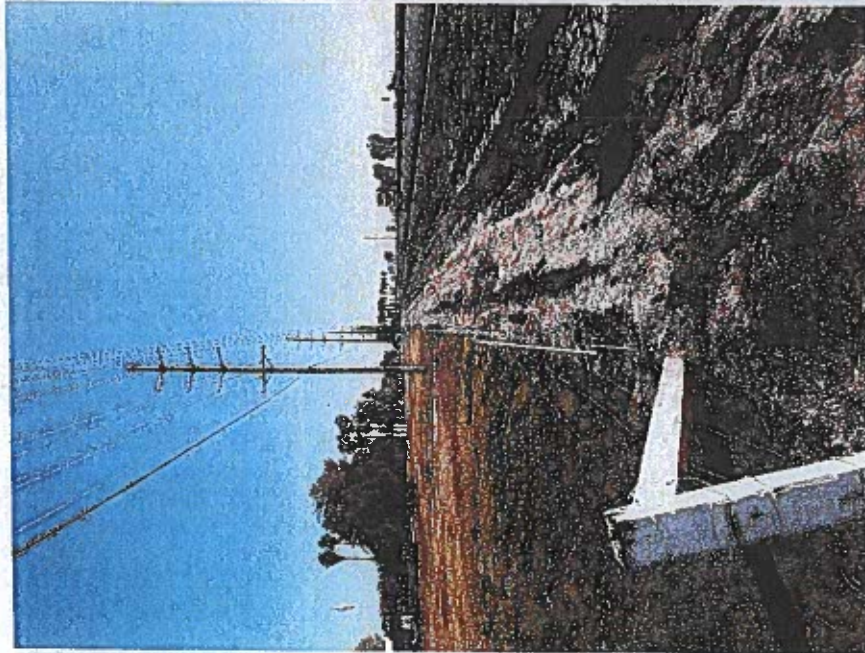
Troop 4070 Imperial 8

Main entrance gate looking east



Troop 4070 Imperial 9

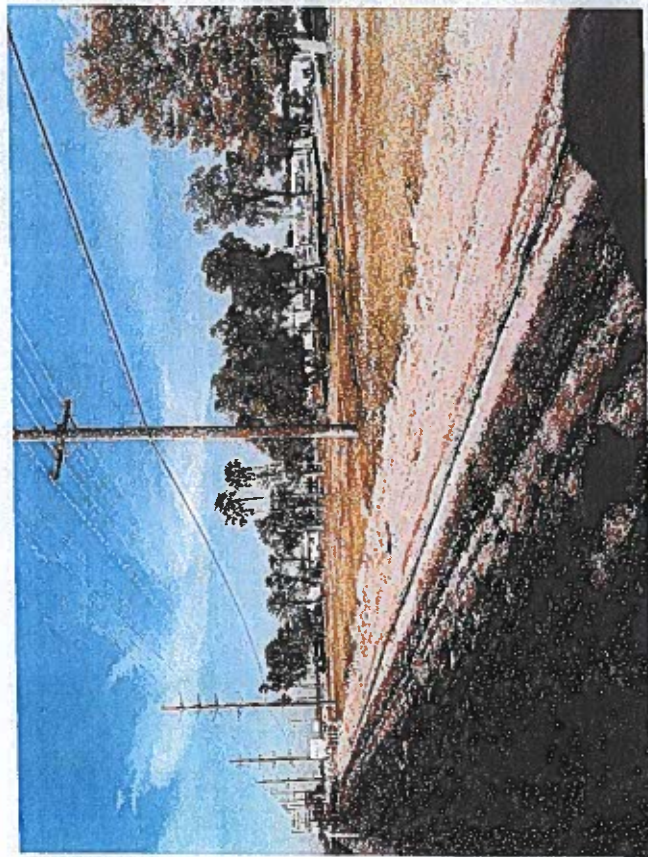
Main entrance gate looking east



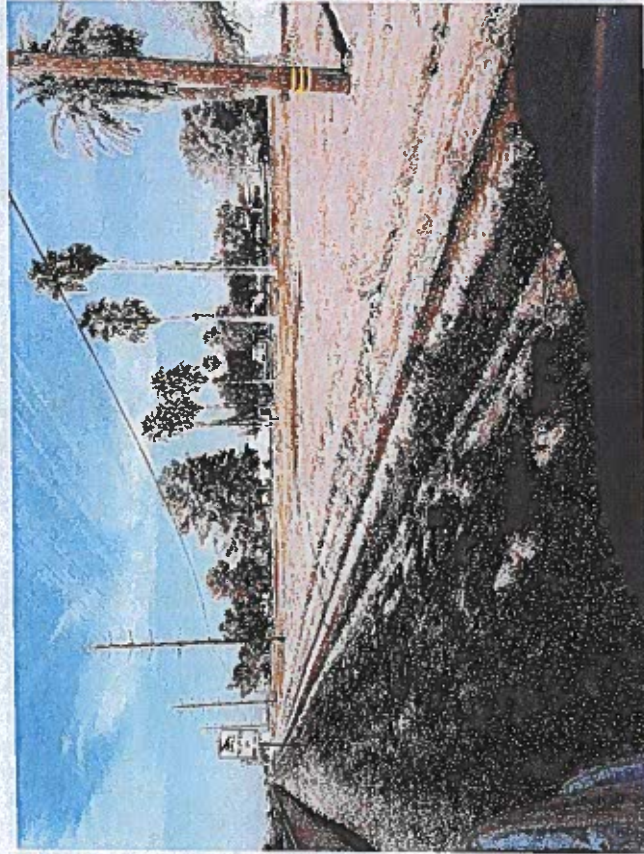
BOY SCOUTS OF AMERICA®

Troop 4070 Imperial 10

East of main entrance, looking west



End of Project (east side)



Troop 4070 Imperial¹¹

Check Register Report

Date: 02/01/2019

Time: 10:28 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53458	01/31/2019	Printed	C9428	CALIFORNIA DEPARTMENT OF TAX	3rd Qtr 2018 Sales Tax Return	925.00
53459	02/01/2019	Printed	A997	BRYCE ANTHONY ALEXANDER	BB Scorekeeper 1/22, 1/24	114.00
53460	02/01/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	104.54
53461	02/01/2019	Printed	A269	AMERICAN SOCIETY OF COMPOSE	2019 ASCAP License Agreement	357.00
53462	02/01/2019	Printed	A592	AUTO ZONE, INC. #2804	Air Freshener	7.95
53463	02/01/2019	Printed	B550	KELLY BROWN	Reimb. Modular Locker	362.07
53464	02/01/2019	Printed	B0157	BUSY BEE FLORAL	Refund Deposit 157 N Plaza	177.00
53465	02/01/2019	Printed	C9428	CALIFORNIA DEPARTMENT OF TAX	Amended 3rd Qtr 2018 Sales Tax	9,753.00
53466	02/01/2019	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Leases/P.D.	1,045.65
53467	02/01/2019	Printed	C545	CANON SOLUTIONS AMERICA	P.W. Scanner, Printer Maint.	73.79
53468	02/01/2019	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint. 10/1-12/31 P.W.	1,090.23
53469	02/01/2019	Printed	C0430	CRISTOPHER ANDREW CARRILLO	BB Scorekeeper 1/22/19	30.00
53470	02/01/2019	Printed	C093	CIT	City Hall Phone System	150.54
53471	02/01/2019	Printed	C2833	CORE & MAIN LP	Shut Off Tool	963.29
53472	02/01/2019	Printed	D012	JON T DELLINGER	Reimb. Travel/Investigative	38.00
53473	02/01/2019	Printed	D478	DEPARTMENT OF JUSTICE	Fingerprint Applications	732.00
53474	02/01/2019	Printed	D516	DEPARTMENT OF TRANSPORTATIO	Signal & Lighting/Oct-Dec 2018	12,782.95
53475	02/01/2019	Printed	D178	DIRECTV, LLC	Acct# 007659085 1/15-2/14	178.78
53476	02/01/2019	Printed	E441	MITCH EDMON	Refund Deposit 1016 CADS	161.99
53477	02/01/2019	Printed	E145	ELMS EQUIPMENT	Weedeater Line	127.21
53478	02/01/2019	Printed	E652	DAVID JODECI ESQUEDA	BB Referee 1/22/19	38.00
53479	02/01/2019	Printed	G2426	JOSE L GOMEZ	Refund Ovrpmt Bus Lic #1144	24.00
53480	02/01/2019	Printed	G363	GOVINVEST	GASB 68 Reports	3,500.00
53481	02/01/2019	Printed	G216	DAYJANE A GRANBERRY	BB Scorekeeper 1/24/19	60.00
53482	02/01/2019	Printed	G1002	BRANDEN GUTIERREZ	BB Referee 1/23/19	76.00
53483	02/01/2019	Printed	H408	HIDALGO SOCIETY	Installation Of Officers	150.00
53484	02/01/2019	Printed	I102	I. I. D.	Canal Water Availability Fee	38.00
53485	02/01/2019	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	29.00
53486	02/01/2019	Printed	I327	IACP	IACP Annual Dues/R. Sawyer	190.00
53487	02/01/2019	Printed	I220	IMPERIAL COUNTY AIR POLLUTI	Permit 3814 PTO/351 Main St	191.00
53488	02/01/2019	Printed	I419	IMPERIAL COUNTY TREASURER	Housing Authority In Lieu of	48,197.25
53489	02/01/2019	Void	02/01/2019		Void Check	0.00
53490	02/01/2019	Printed	I301	IMPERIAL HARDWARE CO., INC.	Propane	305.40
53491	02/01/2019	Printed	I567	IMPERIAL VALLEY PRESS	Request for Proposals/Wildcat	2,146.74
53492	02/01/2019	Printed	J380	JADE SECURITY SYSTEMS, INC.	Replace Keypad & Battery	250.00
53493	02/01/2019	Printed	J371	JOHNSON CONTROLS SECURITY	Alarm Monitoring 2/1-2/28/19	218.91
53494	02/01/2019	Printed	K793	KME FIRE APPARATUS	Repair Valve Kit	738.36
53495	02/01/2019	Printed	L1128	LABORERS' INTL UNION	Refund Ovrpmt Bus Lic #3153	8.00
53496	02/01/2019	Printed	L346	LAS PALMAS LANDSCAPING	Tree Trimming/Panno Road	3,200.00
53497	02/01/2019	Printed	L603	LIEBERT CASSIDY WHITMORE	Professional Services 12/31/18	997.00
53498	02/01/2019	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Gloves	130.26
53499	02/01/2019	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Fire Dept.	1,991.81
53500	02/01/2019	Printed	M315	MOSS, LEVY & HARTZHEIM	Audit Preparation, Write Up	960.00
53501	02/01/2019	Printed	N147	RAUL DIEGO NAVARRO	BB Referee 1/24/19	38.00
53502	02/01/2019	Printed	N266	NFPA	Annual Membership ID#2719676	315.00
53503	02/01/2019	Printed	O378	JIM O'MALLEY PLUMBING	Couplings, Tee	3.99
53504	02/01/2019	Printed	O233	O'REILLY AUTO PARTS	Bit Set, Air Freshener	20.45
53505	02/01/2019	Printed	O395	ONESOURCE DISTRIBUTORS, LLC	Bulbs	540.88
53506	02/01/2019	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	1,956.00
53507	02/01/2019	Printed	P291	GISELLE PADILLA	BB Scorekeeper 1/22, 1/24	120.00
53508	02/01/2019	Printed	P259	JOSE C PEREZ	Refund Ovrpmt 1038 H Street	12.30
53509	02/01/2019	Printed	P110	PESTMASTER SERVICES	Pest Control/Lions Center	150.00
53510	02/01/2019	Printed	P374	LAURA PINEDO	Refund Basketball Registration	40.00
53511	02/01/2019	Printed	P1286	PORTER CONSTRUCTION INC	Refund Deposit 421 W D Street	102.31

Check Register Report

Date: 02/01/2019

Time: 10:26 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53512	02/01/2019	Printed	P300	PROFORCE MARKETING, INC.	Hard Cases	372.57
53513	02/01/2019	Printed	R0291	ALEXIS RETANA	BB Scorekeeper 1/22-1/23	60.00
53514	02/01/2019	Printed	R0170	NICKOLE RODRIGUEZ	BB Scorekeeper 1/23/19	30.00
53515	02/01/2019	Printed	R168	ROTO ROOTER	Repair Shower/Police Dept.	349.92
53516	02/01/2019	Printed	S407	DANIEL SCHLEYER	Reimb. Travel/Investigative	57.00
53517	02/01/2019	Printed	S561	SIXTS FARMS INC	Refund Deposit 310 N 8th St	140.56
53518	02/01/2019	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 12/10-1/10/19	127.90
53519	02/01/2019	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin. Bldg	100.00
53520	02/01/2019	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 1/15	550.00
53521	02/01/2019	Printed	T464	DAVID TAPIA	BB Referee 1/22/19	38.00
53522	02/01/2019	Printed	T525	TYLER TECHNOLOGIES, INC.	Annual Network Maintenance	6,881.99
53523	02/01/2019	Printed	V1068	VAVRINEK, TRINE, DAY & CO	Professional Services/SCO	350.00
53524	02/01/2019	Printed	V079	VERIZON WIRELESS SERVICES L	Mobile Broadband/Police Dept.	999.50
53525	02/01/2019	Printed	W233	WAGEWORKS INC	FSA Service Fee - Dec 2018	105.00
53526	02/01/2019	Printed	W221	WAL-MART STORES, INC. #01-1555	Facial Tissue, Trash Bags	392.19
53527	02/01/2019	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	618.45
53528	02/01/2019	Printed	W250	WESTAIR GASES & EQUIPMENT INC	Oxygen Tanks/F.D. 2	304.68
53529	02/01/2019	Printed	Z668	STEVEN ZAJDEL	BB Referee 1/22, 1/24	76.00
53530	02/01/2019	Printed	Z264	RAQUEL A ZEPEDA	BB Scorekeeper 1/22, 1/23	120.00
53531	02/01/2019	Printed	Z249	DOMINICK EDWARD ZUNIGA	BB Referee 1/22, 1/23	114.00
53532	02/01/2019	Printed	Z332	NATHAN ZUNIGA	BB Referee 1/22/19	38.00

Total Checks: 75

Checks Total (excluding void checks):

107,739.41

R

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019

Time: 10:29 am

Page: 1

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 000.000							
101-000.000-205.302	Housing IMPERIAL COUNTY		Housing Authority In Lieu of	53488	01/17/2019	02/01/2019	48,197.25
							<u>48,197.25</u>
101-000.000-205.400	Sales tax CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	267.03
							<u>267.03</u>
Total Dept. 000000:							<u>48,464.28</u>
Dept: 110.000 General Revenues							
101-110.000-410.800	Business GOMEZ/JOSE L// LABORERS' INTL UNION///		Refund Ovrpmt Bus Lic #1144	53479	01/23/2019	02/01/2019	24.00
			Refund Ovrpmt Bus Lic #3153	53495	01/23/2019	02/01/2019	8.00
							<u>32.00</u>
101-110.000-440.600	Sale of maps CALIFORNIA DEPARTMENT CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	28.44
			Amended 3rd Qtr 2018 Sales Tax	53465	09/30/2018	02/01/2019	31.75
							<u>60.19</u>
Total Dept. General Revenues:							<u>92.19</u>
Dept: 111.000 City Council							
101-111.000-730.200	Technical SPECTRUM ADVERTISING///	14142	Video Tape Council Mtg 1/15	53520	01/17/2019	02/01/2019	550.00
							<u>550.00</u>
101-111.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	267.60
							<u>267.60</u>
101-111.000-750.601	Special HIDALGO SOCIETY///		Installation Of Officers	53483	01/22/2019	02/01/2019	150.00
							<u>150.00</u>
Total Dept. City Council:							<u>967.60</u>
Dept: 112.000 City Clerk							
101-112.000-750.300	Advertising & IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS///	11251189 11240383	Notice & Invitation to Bidders Request for Proposals/Wildcat	53491 53491	02/05/2019 01/03/2019	02/01/2019 02/01/2019	1,472.13 674.61
							<u>2,146.74</u>
Total Dept. City Clerk:							<u>2,146.74</u>
Dept: 151.000 Finance							
101-151.000-730.100	Professional MOSS, LEVY & HARTZHEIM/// VAVRINEK, TRINE, DAY &	8554 VT17857	Audit Preparation, Write Up Professional Services/SCO	53500 53523	11/30/2018 11/14/2018	02/01/2019 02/01/2019	960.00 350.00
							<u>1,310.00</u>
101-151.000-730.200	Technical TYLER TECHNOLOGIES,	025-247617	Annual Network Maintenance	53522	02/01/2019	02/01/2019	4,551.86
							<u>4,551.86</u>
101-151.000-740.100	Repair & CANON FINANCIAL CIT///	19643998 32850112	Copier Lease, Usage PO #1974 City Hall Phone System	53466 53470	01/13/2019 12/21/2018	02/01/2019 02/01/2019	179.56 75.27
							<u>254.83</u>
101-151.000-740.400	Rent						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019

Time: 10:29 am

Page: 2

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	CANON FINANCIAL	19643998	Copier Lease, Usage PO #1974	53466	01/13/2019	02/01/2019	113.40
							<u>113.40</u>
						Total Dept. Finance:	6,230.09
Dept: 152.000	Utility Billing						
101-152.000-730.200	Technical						
	TYLER TECHNOLOGIES,	025-247617	Annual Network Maintenance	53522	02/01/2019	02/01/2019	2,330.13
							<u>2,330.13</u>
101-152.000-740.100	Repair &						
	CANON FINANCIAL	19643998	Copier Lease, Usage PO #1974	53466	01/13/2019	02/01/2019	179.55
	CIT///	32850112	City Hall Phone System	53470	12/21/2018	02/01/2019	75.27
							<u>254.82</u>
101-152.000-740.400	Rent						
	CANON FINANCIAL	19643998	Copier Lease, Usage PO #1974	53466	01/13/2019	02/01/2019	113.40
							<u>113.40</u>
101-152.000-750.750	Overages						
	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	0.34
	CALIFORNIA DEPARTMENT		Amended 1st Qtr 2018 Sales Tax	53465	03/31/2016	02/01/2019	0.27
	CALIFORNIA DEPARTMENT		Amended 3rd Qtr 2018 Sales Tax	53465	09/30/2018	02/01/2019	0.25
							<u>0.86</u>
						Total Dept. Utility Billing:	2,699.21
Dept: 153.000	Personnel						
101-153.000-730.100	Professional						
	LIEBERT CASSIDY	1471355	Professional Services 12/31/18	53497	12/31/2018	02/01/2019	997.00
							<u>997.00</u>
101-153.000-730.200	Technical						
	DEPARTMENT OF JUSTICE///	330962	Fingerprint Applications	53473	10/03/2018	02/01/2019	315.00
	DEPARTMENT OF JUSTICE///	348918	Fingerprint Applications	53473	01/04/2019	02/01/2019	417.00
	WAGEWORKS INC///		FSA Service Fee - Dec 2018	53525	01/15/2019	02/01/2019	105.00
							<u>837.00</u>
						Total Dept. Personnel:	1,834.00
Dept: 171.000	Planning						
101-171 000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 12/1-12/31 Bldg	53468	01/01/2019	02/01/2019	210.68
							<u>210.68</u>
						Total Dept. Planning:	210.68
Dept: 191.000	Non-departmental						
101-191 000-730.200	Technical						
	GOVINVEST///	2511	GASB 68 Reports	53480	12/12/2018	02/01/2019	3,500.00
	JOHNSON CONTROLS	31865895	Alarm Monitoring 2/1-2/28/19	53493	01/12/2019	02/01/2019	218.91
	PESTMASTER SERVICES///	1415053	Pest Control/Building Dept.	53509	01/18/2019	02/01/2019	30.00
	PESTMASTER SERVICES///	1415052	Pest Control/Admin. Bldg	53509	01/18/2019	02/01/2019	35.00
							<u>3,783.91</u>
101-191 000-740.100	Repair &						
	ROTO ROOTER///	10238	Repair Faucet	53515	11/02/2018	02/01/2019	264.92
							<u>264.92</u>
101-191.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	53460	01/16/2019	02/01/2019	25.30
	SOUTHWEST WINDOW	2894	Window Cleaning/Admin. Bldg	53519	01/24/2019	02/01/2019	100.00
							<u>125.30</u>

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019

Time: 10:29 am

Page: 3

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Non-departmental:							4,174.13
Dept: 211.000 Police Protection							
101-211.000-721.200	Other						
	MALLORY SAFETY & SUPPLY	4580068	Gloves	53498	01/11/2019	02/01/2019	130.26
	PROFORCE MARKETING,	366806	Batteries	53512	01/22/2019	02/01/2019	86.70
							216.96
101-211.000-721.900	Small tools &						
	BROWN/KELLY//		Reimb. Modular Locker	53463	01/22/2019	02/01/2019	362.07
	PROFORCE MARKETING,	366580	Hard Cases	53512	01/18/2019	02/01/2019	285.87
							647.94
101-211.000-730.200	Technical						
	PESTMASTER SERVICES///	1415051	Pest Control/Police Dept.	53509	01/18/2019	02/01/2019	40.00
							40.00
101-211.000-740.100	Repair &						
	ROTO ROOTER///	146027	Repair Shower/Police Dept.	53515	11/14/2018	02/01/2019	85.00
							85.00
101-211.000-740.400	Rent						
	CANON FINANCIAL	19844000	Copier Leases/P.D.	53466	01/13/2019	02/01/2019	459.74
							459.74
101-211.000-750.200	VERIZON WIRELESS						
			Mobile Broadband/Police Dept.	53524	01/15/2019	02/01/2019	304.08
							304.08
101-211.000-750.510	DELLINGER/JON T//		Reimb. Travel/Investigative	53472	01/22/2019	02/01/2019	38.00
	SCHLEYER/DANIEL//		Reimb. Travel/Investigative	53516	01/22/2019	02/01/2019	57.00
							95.00
101-211.000-750.600	IACP///						
		0038560	IACP Annual Dues/R. Sawyer	53486	01/07/2019	02/01/2019	190.00
							190.00
101-211.000-750.650	Taxes, Fees,						
	IMPERIAL COUNTY AIR		Permit 3814 PTO/351 Main St	53487	01/24/2019	02/01/2019	191.00
							191.00
Total Dept. Police Protection:							2,229.72
Dept: 211.300 Graffiti Abatement							
101-211.300-721.200	Other						
	IMPERIAL HARDWARE CO.,	541256/2	Paint, Roller Cover, Pail	53490	01/24/2019	02/01/2019	134.44
	WAL-MART STORES, INC.	00443	Paint, Tape, Towels	53526	01/24/2019	02/01/2019	96.10
							230.54
Total Dept. Graffiti Abatement:							230.54
Dept: 221.000 Fire Department							
101-221.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	540433/2	USB Cable, Spade Terminal	53490	01/15/2019	02/01/2019	34.42
							34.42
101-221.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	540674/2	Bolts, Nuts, Washers, Plug	53490	01/17/2019	02/01/2019	15.48
							15.48
101-221.000-721.900	Small tools &						
	KME FIRE APPARATUS///	ca 547139	Repair Valve Kit	53494	01/08/2019	02/01/2019	738.36
							738.36

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019
Time: 10:29 am
Page: 4

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-221.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GAS	015 325 6300 2	11/7-12/10/18	53518	12/12/2018	02/01/2019	18.32
	SOUTHERN CALIFORNIA GAS	015 325 6300 2	12/10-1/10/19	53518	01/14/2019	02/01/2019	35.71
							<u>54.03</u>
101-221.000-725.400	Fuel						
	MCNEECE BROS OIL	861484	Fuel/Fire Dept.	53499	12/31/2018	02/01/2019	1,991.81
							<u>1,991.81</u>
101-221.000-730.200	Technical						
	I. V. TERMITE & PEST	0284489	Pest Control Svcs F.D. #1	53485	01/18/2019	02/01/2019	29.00
							<u>29.00</u>
101-221.000-740.400	Rent						
	WESTAIR GASES &	80229486	Acetylene, Oxygen Tanks/F.D.1	53528	12/31/2018	02/01/2019	173.73
							<u>173.73</u>
101-221.000-750.200							
	DIRECTV, LLC//	Acct# 007659085	1/15-2/14	53475	01/16/2019	02/01/2019	178.78
							<u>178.78</u>
101-221.000-750.600							
	NFPA//	Annual Membership ID#2719676		53502	01/23/2019	02/01/2019	315.00
							<u>315.00</u>
							Total Dept. Fire Department: <u>3,530.61</u>
Dept: 221.100	Fire Station #2						
101-221.100-721.200	Other						
	AUTO ZONE, INC. #2804//		Air Freshener	53462	01/15/2019	02/01/2019	7.95
	IMPERIAL HARDWARE CO.,	540508/2	Fuel	53490	01/16/2019	02/01/2019	17.42
	IMPERIAL HARDWARE CO.,	540858/2	Propane	53490	01/21/2019	02/01/2019	21.95
							<u>47.32</u>
101-221.100-740.400	Rent						
	WESTAIR GASES &	80229485	Oxygen Tanks/F.D. 2	53528	12/31/2018	02/01/2019	130.95
							<u>130.95</u>
							Total Dept. Fire Station #2: <u>178.27</u>
Dept: 231.000	Building Inspection						
101-231.000-740.100	Repair &						
	CANON SOLUTIONS		Copier Maint. 12/1-12/31 Bldg	53468	01/01/2019	02/01/2019	210.69
							<u>210.69</u>
							Total Dept. Building Inspection: <u>210.69</u>
Dept: 311.000	Engineering						
101-311.000-740.100	Repair &						
	CANON SOLUTIONS		P.W. Scanner, Printer Maint.	53467	01/08/2019	02/01/2019	73.79
	CANON SOLUTIONS		Copier Maint. 10/1-12/31 P.W.	53468	12/31/2018	02/01/2019	458.18
							<u>531.97</u>
101-311.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	53460	01/14/2019	02/01/2019	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	53460	01/21/2019	02/01/2019	26.12
							<u>52.24</u>
101-311.000-750.200							
	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	61.14
							<u>61.14</u>
							Total Dept. Engineering: <u>645.35</u>
Dept: 411.000	Community						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019
Time: 10:29 am
Page: 5

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-411.000-740.100	Repair & CANON SOLUTIONS		Copier Maint. 12/1-12/31 Bldg	53468	01/01/2019	02/01/2019	210.68
							<u>210.68</u>
Total Dept. Community Development:							210.68
Dept: 511.000 Parks							
101-511.000-720.500	Electrical ONESOURCE		Bulbs	53505	01/16/2019	02/01/2019	103.02
							<u>103.02</u>
101-511.000-720.800	Janitorial WAL-MART STORES, INC.	09480	Facial Tissue, Trash Bags	53526	01/23/2019	02/01/2019	107.19
							<u>107.19</u>
101-511.000-721.200	Other ELMS EQUIPMENT///		Weedeater Line	53477	12/27/2018	02/01/2019	49.71
	IMPERIAL HARDWARE CO.,	540586/2	Scour Pads, Goof Off Spray	53490	01/17/2019	02/01/2019	11.41
	IMPERIAL HARDWARE CO.,	540590/2	Bolts, Washers, Nuts	53490	01/17/2019	02/01/2019	4.48
	IMPERIAL HARDWARE CO.,	540684/2	Padlock	53490	01/18/2019	02/01/2019	10.17
	O'REILLY AUTO PARTS///		Bit Set, Air Freshener	53504	01/17/2019	02/01/2019	6.45
							<u>82.22</u>
101-511.000-721.900	Small tools & CORE & MAIN LP///	K022983	Shut Off Tool	53471	01/23/2019	02/01/2019	963.29
							<u>963.29</u>
101-511.000-740.100	Repair & ELMS EQUIPMENT///		Repair Hedge Trimmer	53477	12/10/2018	02/01/2019	77.50
							<u>77.50</u>
Total Dept. Parks:							1,333.22
Dept: 521.000 Recreation & Lions							
101-521.000-720.500	Electrical ONESOURCE		Bulbs	53505	01/16/2019	02/01/2019	437.86
							<u>437.86</u>
101-521.000-720.600	Plumbing IMPERIAL HARDWARE CO.,	540604/2	Faucet	53490	01/17/2019	02/01/2019	45.57
							<u>45.57</u>
101-521.000-720.800	Janitorial WAL-MART STORES, INC.	09480	Facial Tissue, Trash Bags	53526	01/23/2019	02/01/2019	90.57
	WAXIE SANITARY SUPPLY///	77975994	Janitorial Supplies	53527	01/08/2019	02/01/2019	590.59
	WAXIE SANITARY SUPPLY///	77983172	Janitorial Supplies	53527	01/10/2019	02/01/2019	27.86
							<u>709.02</u>
101-521.000-721.200	Other IMPERIAL HARDWARE CO.,	541045/2	Copper Wire	53490	01/22/2019	02/01/2019	0.86
	WAL-MART STORES, INC.	09480	Facial Tissue, Trash Bags	53526	01/23/2019	02/01/2019	98.33
							<u>99.19</u>
101-521.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS	189 525 2700 2	12/6/18-1/8/19	53518	01/10/2019	02/01/2019	73.87
							<u>73.87</u>
101-521.000-730.200	Technical AMERICAN SOCIETY OF	500595615	2019 ASCAP License Agreement	53461	12/20/2018	02/01/2019	357.00
	PESTMASTER SERVICES///	1415147	Pest Control/Lions Center	53509	01/22/2019	02/01/2019	45.00
							<u>402.00</u>
101-521.000-740.100	Repair & JADE SECURITY SYSTEMS,	0152072	Replace Keypad & Battery	53492	01/17/2019	02/01/2019	250.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019
Time: 10:29 am
Page: 6

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<u>250.00</u>
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	53460	01/21/2019	02/01/2019	27.00
							<u>27.00</u>
Total Dept. Recreation & Lions Center:							2,044.51
Dept: 521.100 Recreation Leagues							
101-521.100-440.430	Recreation						
	PINEDO/LAURA//	244889	Refund Basketball Registration	53510	11/14/2018	02/01/2019	40.00
							<u>40.00</u>
101-521.100-730.200	Technical						
	ALEXANDER/BRYCE		BB Scorekeeper 1/22, 1/24	53459	01/25/2019	02/01/2019	114.00
	CARRILLO/CRISTOPHER		BB Scorekeeper 1/22/19	53469	01/25/2019	02/01/2019	30.00
	ESQUEDA/DAVID JODECI//		BB Referee 1/22/19	53478	01/25/2019	02/01/2019	38.00
	GRANBERRY/DAYJANE A//		BB Scorekeeper 1/24/19	53481	01/25/2019	02/01/2019	60.00
	GUTIERREZ/BRANDEN//		BB Referee 1/23/19	53482	01/25/2019	02/01/2019	76.00
	NAVARRO/RAUL DIEGO//		BB Referee 1/24/19	53501	01/25/2019	02/01/2019	38.00
	PADILLA/GISELLE//		BB Scorekeeper 1/22, 1/24	53507	01/25/2019	02/01/2019	120.00
	RETANA/ALEXIS//		BB Scorekeeper 1/22-1/23	53513	01/25/2019	02/01/2019	60.00
	RODRIGUEZ/NICKOLE//		BB Scorekeeper 1/23/19	53514	01/25/2019	02/01/2019	30.00
	TAPIA/DAVID//		BB Referee 1/22/19	53521	01/25/2019	02/01/2019	38.00
	ZAJDEL/STEVEN//		BB Referee 1/22, 1/24	53529	01/25/2019	02/01/2019	78.00
	ZEPEDA/RAQUEL A//		BB Scorekeeper 1/22, 1/23	53530	01/25/2019	02/01/2019	120.00
	ZUNIGA/DOMINICK EDWARD//		BB Referee 1/22, 1/23	53531	01/25/2019	02/01/2019	114.00
	ZUNIGA/NATHAN//		BB Referee 1/22/19	53532	01/25/2019	02/01/2019	38.00
							<u>992.00</u>
Total Dept. Recreation Leagues:							992.00
Dept: 551.100 Library Grant -							
101-551 100-750 200							
	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	53.84
							<u>53.84</u>
Total Dept. Library Grant - LAMBS:							53.84
Total Fund General Fund:							78,478.35
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-740.100	Repair &						
	DEPARTMENT OF		Signal & Lighting/Oct-Dec 2018	53474	01/15/2019	02/01/2019	12,782.95
	LAS PALMAS	14411	Tree Trimming/Panno Road	53496	01/24/2019	02/01/2019	3,200.00
							<u>15,982.95</u>
Total Dept. Street Maintenance &							15,982.95
Total Fund Gas Tax:							15,982.95
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 000.000							
213-000.000-205.400	Sales tax						
	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	49.29
							<u>49.29</u>
Total Dept. 000000:							49.29
Dept: 313.000 Bicycle &							
213-313.000-721.200	Other						
	O'REILLY AUTO PARTS///		Bit Set, Air Freshener	53504	01/17/2019	02/01/2019	14.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019

Time: 10:29 am

Page: 7

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							14.00
							14.00
							63.29
Fund: 222	Law Enforcement						
Dept: 000.000							
222-000.000-205.400	Sales tax						
	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	581.00
							581.00
							581.00
							581.00
Fund: 451	Developer						
Dept: 000.000							
451-000.000-205.400	Sales tax						
	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	-0.01
							-0.01
							-0.01
							-0.01
Fund: 501	Water						
Dept: 000.000							
501-000.000-205.200	Water						
	BUSY BEE FLORAL///		Refund Deposit 157 N Plaza	53464	01/18/2019	02/01/2019	177.00
	EDGMON/MITCH//		Refund Deposit 1016 CADS	53476	01/17/2019	02/01/2019	161.99
	PORTER CONSTRUCTION		Refund Deposit 421 W D Street	53511	01/18/2019	02/01/2019	102.31
	SIXTS FARMS INC///		Refund Deposit 310 N 8th St	53517	01/18/2019	02/01/2019	140.56
							581.86
501-000.000-205.400	Sales tax						
	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	-54.08
							-54.08
							527.78
Dept: 321.000	Water Treatment						
501-321.000-440.710	Water sales						
	PEREZ/JOSE C//		Refund Ovrpmt 1038 H Street	53508	01/18/2019	02/01/2019	12.30
							12.30
501-321.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	540532/2	Coupling	53490	01/16/2019	02/01/2019	9.20
	O'MALLEY PLUMBING/JIM//		Couplings, Tee	53503	01/17/2019	02/01/2019	3.99
							13.19
501-321.000-725.100	Water						
	I. I. D.//		Canal Water Availability Fee	53484	12/17/2018	02/01/2019	38.00
							38.00
501-321 000-730.200	Technical						
	ORANGE COMMERCIAL	9730	Microbiology Analysis	53506	01/08/2019	02/01/2019	1,956.00
							1,956.00
501-321.000-750.200							
	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	78.21
							78.21

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/01/2019

Time: 10:29 am

Page: 8

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Water Treatment:							2,097.70
Dept: 322.000 Water Distribution							
501-322.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	78.21
							78.21
Total Dept. Water Distribution:							78.21
Total Fund Water:							2,703.69
Fund: 511 Wastewater							
Dept: 000.000							
511-000.000-205.400 Sales tax	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	20.30
							20.30
Total Dept. 000000:							20.30
Dept: 331.000 Wastewater							
511-331.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	78.21
							78.21
Total Dept. Wastewater Collection:							78.21
Dept: 332.000 Wastewater							
511-332.000-750.200	VERIZON WIRELESS		Cell Phone Charges/Various	53524	01/10/2019	02/01/2019	78.21
							78.21
Total Dept. Wastewater treatment:							78.21
Total Fund Wastewater:							176.72
Fund: 601 Maintenance							
Dept: 000.000							
601-000 000-205.400 Sales tax	CALIFORNIA DEPARTMENT		3rd Qtr 2018 Sales Tax Return	53458	12/31/2018	01/31/2019	32.69
	CALIFORNIA DEPARTMENT		Amended 1st Qtr 2016 Sales Tax	53465	03/31/2016	02/01/2019	9,720.73
							9,753.42
Total Dept. 000000:							9,753.42
Total Fund Maintenance:							9,753.42
Grand Total:							107,739.41

Check Register Report

Date: 02/01/2019
Time: 11:32 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53533	02/01/2019	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	3,068.17
53534	02/01/2019	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,706.29
53535	02/01/2019	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical &	323.84
53536	02/01/2019	Printed	F689	FRANCHISE TAX BOARD	Deductions	675.38
53537	02/01/2019	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	4,804.09
53538	02/01/2019	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	165.00
53539	02/01/2019	Printed	S1456	ESTHER SWITHENBANK	Deductions	300.00
53540	02/01/2019	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
53541	02/01/2019	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
53542	02/01/2019	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	24.00

Total Checks: 10

Checks Total (excluding void checks):

11,444.27

R.L.

Check Register Report

Date: 02/15/2019

Time: 12:03 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53626	02/15/2019	Printed	F401	4IMPRINT	Label Stickers	258.76
53627	02/15/2019	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Radio Maint Contract-Feb. 2019	523.00
53628	02/15/2019	Printed	A997	BRYCE ANTHONY ALEXANDER	BB Referee 2/4, 2/5, 2/7	190.00
53629	02/15/2019	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	437.54
53630	02/15/2019	Printed	A1458	JESUS A REYNOSA ANGULO	Refund Deposit 632 Main Street	205.90
53631	02/15/2019	Printed	A232	ARC INDUSTRIES	Transit Station Services/Jan	357.05
53632	02/15/2019	Printed	A138	ATCO INTERNATIONAL	Gloves	122.37
53633	02/15/2019	Printed	A592	AUTO ZONE, INC. #2804	Fuel Treatment	12.26
53634	02/15/2019	Printed	A235	CARLOS & MELISSA AVALOS	Refund Deposit 631 N 13th St	66.39
53635	02/15/2019	Printed	B845	BAKERSFIELD PIPE & SUPPLY, INC	Male Connector Helmet	42.80
53636	02/15/2019	Printed	B361	DENISE BARBEAUX	Refund Deposit 825 Evelyn Ave	48.72
53637	02/15/2019	Printed	B542	BIG STATE INDUSTRIAL SUPPLY	Gloves	935.25
53638	02/15/2019	Printed	B232	BIOMETRICS4ALL, INC.	Relay Fees 1/1/19-1/31/19	21.75
53639	02/15/2019	Printed	B684	LAURA P. BLAKE	Zumba Instructor A.M. Jan 2019	318.75
53640	02/15/2019	Printed	B0157	BUSY BEE FLORAL	Flowers/John Myers	92.67
53641	02/15/2019	Printed	C544	CANON FINANCIAL SERVICES, INC	P.W. Plotter Rental - Feb 2019	1,829.98
53642	02/15/2019	Printed	C549	CANON SOLUTIONS AMERICA, INC	Copier Maint. 1/1-1/31 P.W.	158.62
53643	02/15/2019	Printed	C0430	CRISTOPHER ANDREW CARRILLO	BB Scorekeeper 2/2, 2/5	120.00
53644	02/15/2019	Printed	C203	THOMAS ALLEN CATLETT	Rfnd Dep & Ovrpmt 1143 Cedar	361.48
53645	02/15/2019	Printed	C327	CERTIFIED LABORATORIES DIV.	Electrical Contact Cleaner/	151.25
53646	02/15/2019	Printed	C438	CHAVEZ LANDSCAPING SERVICES	Palm Tree Removal/Main Street	800.00
53647	02/15/2019	Printed	C093	CIT	City Hall Phone System	150.54
53648	02/15/2019	Printed	C2833	CORE & MAIN LP	Registers	21,595.71
53649	02/15/2019	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees	25.00
53650	02/15/2019	Printed	D291	DDP ELECTRIC, INC	Install Valve	725.00
53651	02/15/2019	Printed	D1292	HUGO DOMINGUEZ	Reimb. Parking Citation P05805	31.00
53652	02/15/2019	Printed	D0105	HANNAH DURAN	BB Scorekeeper 2/2, 2/5	150.00
53653	02/15/2019	Printed	E216	EL CENTRO MOTORS	Brake Pads, Rotors #P155 PD	248.62
53654	02/15/2019	Printed	E652	DAVID JODECI ESQUEDA	BB Referee 2/2, 2/5	114.00
53655	02/15/2019	Printed	F415	TANYA FERNANDEZ	BB Scorekeeper 2/6/19	60.00
53656	02/15/2019	Printed	F266	FIRE ETC., INC.	Gear Cleaner, Hose	1,139.46
53657	02/15/2019	Printed	G171	GERALD GAUNA	Refund Ovrpmt 626 S 2nd Street	138.19
53658	02/15/2019	Printed	G216	DAYJANE A GRANBERRY	BB Scorekeeper 2/4, 2/7	120.00
53659	02/15/2019	Printed	G1002	BRANDEN GUTIERREZ	BB Referee 2/6, 2/7	95.00
53660	02/15/2019	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Employee Assistance Feb 2019	576.84
53661	02/15/2019	Printed	H007	ALEXIS HORTA	Refund Deposit 710 S 3rd St	59.69
53662	02/15/2019	Printed	I559	IMAGE SALES, INC.	ID Card	42.08
53663	02/15/2019	Printed	I011	IMN INVESTIGATIONS	Background Investigations	650.00
53664	02/15/2019	Void	02/15/2019		Void Check	0.00
53665	02/15/2019	Void	02/15/2019		Void Check	0.00
53666	02/15/2019	Printed	I301	IMPERIAL HARDWARE CO., INC.	Light Panel	1,305.25
53667	02/15/2019	Printed	I443	IMPERIAL PRINTERS	Letterhead/Admin.	603.21
53668	02/15/2019	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - February 2019	5,000.00
53669	02/15/2019	Printed	I567	IMPERIAL VALLEY PRESS	Boards, Commissions &	878.26
53670	02/15/2019	Printed	I687	IMPERIAL VALLEY ROPCF	Dancing With The Stars/	170.00
53671	02/15/2019	Printed	K731	KEARNY PEARSON FORD, LLC.	Bracket, Nut #P154 PD	135.94
53672	02/15/2019	Printed	K516	KEMIRA WATER SOLUTIONS, INC	Ferric Sulfate	5,913.27
53673	02/15/2019	Printed	K543	KNORR SYSTEMS, INC.	Replace Stenner Pump	584.83
53674	02/15/2019	Printed	M944	JAQUELINE MACIAS	Zumba Instructor P.M. Jan 2019	85.00
53675	02/15/2019	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Safety Glasses, Rainsuit	10.89
53676	02/15/2019	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Police Dept.	48.46
53677	02/15/2019	Printed	M080	MONICA MIER	Rfnd Deposit 1654 River Drive	457.76
53678	02/15/2019	Printed	M1109	SANDRA MORENO	Refund Deposit 1109 B Street	13.02
53679	02/15/2019	Printed	I131	NATIONAL INDUSTRIAL	Batteries	147.40

Check Register Report

Date: 02/15/2019

Time: 12:03 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53680	02/15/2019	Printed	N680	ESMERALDA NAVA	Rfnd Deposit 680 S 5th Street	121.03
53681	02/15/2019	Printed	N147	RAUL DIEGO NAVARRO	BB Referee 2/4/19	76.00
53682	02/15/2019	Printed	N045	NORTHEND AUTOPARTS, INC.	Seal Cover #47 Parks	273.98
53683	02/15/2019	Printed	N417	NUCO2	CO2 Bulk	671.63
53684	02/15/2019	Void	02/15/2019		Void Check	0.00
53685	02/15/2019	Printed	O378	JIM O'MALLEY PLUMBING	Couplings, Glue	602.39
53686	02/15/2019	Printed	O233	O'REILLY AUTO PARTS	Hose #G151 PD	224.05
53687	02/15/2019	Printed	O113	OK RUBBER TIRES	Tire Repair #3913 FD	34.04
53688	02/15/2019	Void	02/15/2019		Void Check	0.00
53689	02/15/2019	Printed	O607	OSWALT & ASSOCIATES	Attorney Services - Dec. 2018	13,271.33
53690	02/15/2019	Printed	P291	GISELLE PADILLA	BB Scorekeeper 2/2, 2/5	150.00
53691	02/15/2019	Printed	P016	HELEN & RICHARD PALOMINO	Rfnd Dep, Ovrpmt 140 W J St	216.35
53692	02/15/2019	Printed	P158	PIONEER PRINTING	Counter Receipt Books	622.15
53693	02/15/2019	Printed	P300	PROFORCE MARKETING, INC.	Batteries	123.59
53694	02/15/2019	Printed	R0291	ALEXIS RETANA	BB Scorekeeper 2/5, 2/6	90.00
53695	02/15/2019	Printed	R0170	NICKOLE RODRIGUEZ	BB Scorekeeper 2/6/19	60.00
53696	02/15/2019	Printed	S155	SAN DIEGO COUNTY	Police Radio System Fees/Jan.	2,223.00
53697	02/15/2019	Printed	S283	SAN DIEGO POLICE EQUIPMENT, IN	Ammunition	2,268.37
53698	02/15/2019	Printed	S694	STAPLES BUSINESS CREDIT	Batteries, Scanner, Tissue	1,070.74
53699	02/15/2019	Printed	T464	DAVID TAPIA	BB Referee 2/2, 2/5	76.00
53700	02/15/2019	Printed	T692	THOMSON REUTERS - WEST	2019 Penal Code	517.20
53701	02/15/2019	Printed	U404	UNIFIRST CORPORATION	Uniforms/Cesar Duarte	2,356.61
53702	02/15/2019	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings-City Clerk	41.25
53703	02/15/2019	Printed	U901	UNITED STATES POSTAL SERVIC	City Hall Postage Refill	2,122.99
53704	02/15/2019	Printed	U560	UNIVAR USA, INC.	Sodium Hypochlorite	4,406.67
53705	02/15/2019	Printed	W221	WAL-MART STORES, INC. #01-1555	Uniform Pants/Fanny Posada	169.60
53706	02/15/2019	Printed	W135	WAXIE SANITARY SUPPLY	Janitorial Supplies	261.71
53707	02/15/2019	Printed	W551	WESTERN GROWERS INSURANCE SVCS	Safety Training	264.50
53708	02/15/2019	Printed	X100	XEROX CORPORATION	Copier Lease, Usage/Admin	363.61
53709	02/15/2019	Printed	Y114	BRANDON & LASHANA YOUNG	Refund Deposit/1205 Ivy St	45.63
53710	02/15/2019	Printed	Z668	STEVEN ZAJDEL	BB Referee 2/5, 2/7	95.00
53711	02/15/2019	Printed	Z264	RAQUEL A ZEPEDA	BB Scorekeeper 2/4, 2/7	120.00
53712	02/15/2019	Printed	Z249	DOMINICK EDWARD ZUNIGA	BB Referee 2/2, 2/5	228.00
53713	02/15/2019	Printed	Z332	NATHAN ZUNIGA	BB Referee 2/2, 2/5	114.00

Total Checks: 88

Checks Total (excluding void checks): 81,606.38

Handwritten signature/initials

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12.02 pm

Page: 1

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 General Fund							
Dept: 110.000 General Revenues							
101-110.000-410.910	Utility users GAUNA/GERALD// PALOMINO/HELEN &		Refund Ovrpmt 626 S 2nd Street Rfnd Dep, Ovrpmt 140 W J St	53657 53691	02/06/2019 02/04/2019	02/15/2019 02/15/2019	2.35 2.99
							<u>5.34</u>
101-110.000-450.300	Parking fines DOMINGUEZ/HUGO//	96621	Reimb. Parking Citation P05805	53651	12/10/2018	02/15/2019	31.00
							<u>31.00</u>
Total Dept. General Revenues:							<u>36.34</u>
Dept: 111.000 City Council							
101-111.000-750.401	Travel - S.C. IMPERIAL VALLEY ROPCF///		Dancing With The Stars/	53670	02/05/2019	02/15/2019	170.00
							<u>170.00</u>
Total Dept. City Council:							<u>170.00</u>
Dept: 112.000 City Clerk							
101-112.000-750.210	Postage UNITED PARCEL SERVICE, UNITED STATES POSTAL		Mailings-City Clerk City Hall Postage Refill	53702 53703	02/02/2019 02/12/2019	02/15/2019 02/15/2019	41.25 6.11
							<u>47.36</u>
101-112.000-750.300	Advertising & IMPERIAL VALLEY PRESS/// IMPERIAL VALLEY PRESS///	11247027 11250389	Notice of Public Hearing/State Boards, Commissions &	53669 53669	01/02/2019 01/14/2019	02/15/2019 02/15/2019	494.50 383.76
							<u>878.26</u>
Total Dept. City Clerk:							<u>925.62</u>
Dept: 151.000 Finance							
101-151.000-720.100	Office WAL-MART STORES, INC.	04370	Rubberbands, Binder Clips	53705	02/08/2019	02/15/2019	12.21
							<u>12.21</u>
101-151.000-740.100	Repair & CIT///	32987746	City Hall Phone System	53647	01/21/2019	02/15/2019	75.27
							<u>75.27</u>
101-151.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	202.47
							<u>202.47</u>
Total Dept. Finance:							<u>289.95</u>
Dept: 152.000 Utility Billing							
101-152.000-720.100	Office WAL-MART STORES, INC.	04370	Rubberbands, Binder Clips	53705	02/08/2019	02/15/2019	12.20
							<u>12.20</u>
101-152.000-740.100	Repair & CIT///	32987746	City Hall Phone System	53647	01/21/2019	02/15/2019	75.27
							<u>75.27</u>
101-152.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	1,841.53
							<u>1,841.53</u>
Total Dept. Utility Billing:							<u>1,929.00</u>
Dept: 153.000 Personnel							

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 2

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-153.000-750.200							
	BIOMETRICS4ALL, INC.///		Relay Fees 12/1/18-12/31/18	53638	01/01/2019	02/15/2019	9.75
	BIOMETRICS4ALL, INC.///		Relay Fees 1/1/19-1/31/19	53638	02/01/2019	02/15/2019	12.00
							<u>21.75</u>
						Total Dept. Personnel:	21.75
Dept: 161.000 City Attorney							
101-161.000-730.100 Professional							
	OSWALT & ASSOCIATES///	10798	Attorney Services - Jan. 2019	53689	01/31/2019	02/15/2019	2,625.00
	OSWALT & ASSOCIATES///	10800	Attorney Services - Jan. 2019	53689	01/31/2019	02/15/2019	4,473.97
	OSWALT & ASSOCIATES///	10832	Attorney Services - Jan. 2019	53689	01/31/2019	02/15/2019	120.00
	OSWALT & ASSOCIATES///	10834	Attorney Services - Jan. 2019	53689	01/31/2019	02/15/2019	60.00
	OSWALT & ASSOCIATES///	10843	Attorney Services - Jan. 2019	53689	01/31/2019	02/15/2019	735.00
	OSWALT & ASSOCIATES///	10754	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	1,080.00
	OSWALT & ASSOCIATES///	10755	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	2,686.05
	OSWALT & ASSOCIATES///	10757	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	60.00
	OSWALT & ASSOCIATES///	10758	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	426.31
	OSWALT & ASSOCIATES///	10759	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	30.00
	OSWALT & ASSOCIATES///	10784	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	945.00
	OSWALT & ASSOCIATES///	10787	Attorney Services - Dec. 2018	53689	01/03/2019	02/15/2019	30.00
							<u>13,271.33</u>
						Total Dept. City Attorney:	13,271.33
Dept: 191.000 Non-departmental							
101-191.000-720.100 Office							
	IMPERIAL PRINTERS///	19-298	Letterhead/Admin.	53667	01/23/2019	02/15/2019	487.92
							<u>487.92</u>
101-191.000-740.400 Rent							
	XEROX CORPORATION///		Copier Lease, Usage/Admin	53708	02/01/2019	02/15/2019	363.61
							<u>363.61</u>
						Total Dept. Non-departmental:	851.53
Dept: 211.000 Police Protection							
101-211.000-720.100 Office							
	4IMPRINT///		Label Stickers	53626	01/14/2019	02/15/2019	256.76
	IMPERIAL PRINTERS///	19-157	Business Cards/Police Dept.	53667	01/18/2019	02/15/2019	94.82
	IMPERIAL PRINTERS///	19-309	Ink Pad	53667	01/23/2019	02/15/2019	20.47
	PIONEER PRINTING///	6622	Counter Receipt Books	53692	01/17/2019	02/15/2019	622.15
	STAPLES BUSINESS		Batteries, Scanner, Tissue	53698	01/10/2019	02/15/2019	92.56
							<u>1,086.76</u>
101-211.000-720.200 Books and							
	THOMSON REUTERS -		2019 Penal Code	53700	01/17/2019	02/15/2019	517.20
							<u>517.20</u>
101-211.000-720.900							
	SAN DIEGO POLICE	636175	Ammunition	53697	01/29/2019	02/15/2019	2,268.37
							<u>2,268.37</u>
101-211.000-721.200 Other							
	BUSY BEE FLORAL///	19677	Flowers/John Myers	53640	01/03/2019	02/15/2019	92.67
	IMAGE SALES, INC.///	0064023-IN	ID Card	53662	01/29/2019	02/15/2019	21.39
	IMAGE SALES, INC.///	0063976-IN	ID Card	53662	01/24/2019	02/15/2019	20.69

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 3

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	IMPERIAL HARDWARE CO.,	522747/2	Studs, Drywall	53666	07/19/2018	02/15/2019	28.88
	IMPERIAL HARDWARE CO.,	522749/2	Return Studs, Drywall	53666	07/19/2018	02/15/2019	-28.88
	IMPERIAL HARDWARE CO.,	542336/2	Washers, Bolts	53666	02/05/2019	02/15/2019	9.48
	IMPERIAL HARDWARE CO.,	542335/2	Plywood	53666	02/05/2019	02/15/2019	39.48
	IMPERIAL HARDWARE CO.,	542334/2	Bolts, Washers, Screws	53666	02/05/2019	02/15/2019	14.19
	IMPERIAL HARDWARE CO.,	542546/2	Key Ring, Key Tag, Key ID Kit	53666	02/07/2019	02/15/2019	9.28
	IMPERIAL HARDWARE CO.,	542504/2	Light Panel	53666	02/07/2019	02/15/2019	53.49
	PROFORCE MARKETING,	367302	Batteries	53693	01/28/2019	02/15/2019	123.59
	STAPLES BUSINESS		Batteries, Scanner, Tissue	53698	01/10/2019	02/15/2019	72.78
							<u>457.00</u>
101-211.000-721.900	Small tools & STAPLES BUSINESS		Batteries, Scanner, Tissue	53698	01/10/2019	02/15/2019	513.84
							<u>513.84</u>
101-211.000-730.100	Professional IMN INVESTIGATIONS///	IMN	Background Investigations	53663	02/01/2019	02/15/2019	650.00
							<u>650.00</u>
101-211.000-740.100	Repair & AIRWAVE COMMUNICATIONS	610250	Radio Maint Contract-Feb. 2019	53627	01/31/2019	02/15/2019	523.00
							<u>523.00</u>
101-211.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	53629	01/30/2019	02/15/2019	132.20
							<u>132.20</u>
101-211.000-750.200	SAN DIEGO COUNTY///		Police Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	2,023.50
							<u>2,023.50</u>
							<u>Total Dept. Police Protection: 8,171.87</u>
Dept: 211.300	Graffiti Abatement						
101-211.300-725.400	Fuel MCNEECE BROS OIL	242246	Fuel/Police Dept.	53676	02/06/2019	02/15/2019	48.46
							<u>48.46</u>
							<u>Total Dept. Graffiti Abatement: 48.46</u>
Dept: 221.000	Fire Department						
101-221.000-720.400	Automotive AUTO ZONE, INC. #2804///		Fuel Treatment	53633	10/14/2018	02/15/2019	12.26
							<u>12.26</u>
101-221.000-721.100	Uniforms FIRE ETC., INC.///	125194	Hood, Gloves, Boots	53656	01/18/2019	02/15/2019	771.49
							<u>771.49</u>
101-221.000-721.200	Other FIRE ETC., INC.///	125195	Gear Cleaner, Hose	53656	01/18/2019	02/15/2019	33.94
	WAL-MART STORES, INC.	00302	1HR CD	53705	01/29/2019	02/15/2019	3.20
							<u>37.14</u>
101-221.000-721.900	Small tools & FIRE ETC., INC.///	125195	Gear Cleaner, Hose	53656	01/18/2019	02/15/2019	334.03
							<u>334.03</u>
101-221.000-740.100	Repair & OK RUBBER TIRES///	66216	Tire Repair #3913 FD	53687	12/24/2018	02/15/2019	34.04
							<u>34.04</u>
101-221.000-750.210	Postage UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	17.25

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 4

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							17.25
							Total Dept. Fire Department: 1,206.21
Dept: 221.100 Fire Station #2							
101-221.100-720.400 Automotive	IMPERIAL HARDWARE CO.,	541827/2	Nipple, Coupling #3991 FD	53666	01/30/2019	02/15/2019	2.21
							2.21
101-221.100-721.200 Other	IMPERIAL HARDWARE CO.,	541493/2	Bolts, Nuts	53666	01/27/2019	02/15/2019	3.37
	IMPERIAL HARDWARE CO.,	541575/2	Return Connector	53666	01/28/2019	02/15/2019	-8.23
	IMPERIAL HARDWARE CO.,	541491/2	Nuts, Bolts	53666	01/27/2019	02/15/2019	1.03
	IMPERIAL HARDWARE CO.,	535795/2	Return Bulbs	53666	11/27/2018	02/15/2019	-15.49
	IMPERIAL HARDWARE CO.,	535763/2	Return Bulbs	53666	11/27/2018	02/15/2019	-13.55
	IMPERIAL HARDWARE CO.,	541128/2	Rust Remover, Outlet Plate	53666	01/23/2019	02/15/2019	6.67
							-26.20
101-221.100-740.100 Repair &	CANON FINANCIAL	19643994	Copier Lease, Usage PO	53641	01/13/2019	02/15/2019	9.97
							9.97
101-221.100-740.400 Rent	CANON FINANCIAL	19643994	Copier Lease, Usage PO	53641	01/13/2019	02/15/2019	72.64
							72.64
							Total Dept. Fire Station #2: 58.62
Dept: 231.000 Building Inspection							
101-231.000-740.100 Repair &	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	57.00
							57.00
101-231.000-750.210 Postage	UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	32.70
							32.70
							Total Dept. Building Inspection: 89.70
Dept: 241.000 Animal Control							
101-241.000-721.200 Other	IMPERIAL HARDWARE CO.,	541904/2	Bleach, Trash Bags, Gloves	53666	01/31/2019	02/15/2019	62.02
							62.02
101-241.000-730.200 Technical	IMPERIAL VALLEY HUMANE		Animal Control - February 2019	53668	02/01/2019	02/15/2019	5,000.00
							5,000.00
							Total Dept. Animal Control: 5,062.02
Dept: 311.000 Engineering							
101-311.000-721.100 Uniforms	UNIFIRST CORPORATION///	360 1654331	Uniforms/Alan Chan	53701	01/02/2019	02/15/2019	262.74
							262.74
101-311.000-740.100 Repair &	CANON SOLUTIONS		Copier Maint. 1/1-1/31 P.W.	53642	01/31/2019	02/15/2019	158.62
							158.62
101-311.000-740.400 Rent	CANON FINANCIAL	19685902	P.W. Plotter Rental - Feb 2019	53641	01/30/2019	02/15/2019	301.70
							301.70
101-311.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	28.50

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019
Time: 12:02 pm
Page: 5

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							28.50
101-311.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	0.47
							0.47
101-311.000-750.650	Taxes, Fees,						
	CANON FINANCIAL	19685902	P.W. Plotter Rental - Feb 2019	53641	01/30/2019	02/15/2019	16.80
							16.80
Total Dept. Engineering:							768.83
Dept: 411.000	Community						
101-411.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	11.00
							11.00
101-411.000-750.600							
	CREDIT BUREAU OF IMP.	5366	Bulletin Fees	53649	02/01/2019	02/15/2019	25.00
							25.00
Total Dept. Community Development:							36.00
Dept: 511.000	Parks						
101-511.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	541911/2	Outlets	53666	01/31/2019	02/15/2019	84.02
							84.02
101-511.000-720.600	Plumbing						
	NUCO2///	58370370	Detector, Sensor Kit	53683	02/01/2019	02/15/2019	23.65
	O'MALLEY PLUMBING/JIM//		Bushing, Nipple, Ell	53685	01/29/2019	02/15/2019	79.92
	O'MALLEY PLUMBING/JIM//		Couplings	53685	02/04/2019	02/15/2019	33.32
	O'MALLEY PLUMBING/JIM//		Couplings, Glue	53685	02/04/2019	02/15/2019	48.32
							185.21
101-511.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	541556/2	Hinge, Door Pull, Plywood	53666	01/28/2019	02/15/2019	110.40
	IMPERIAL HARDWARE CO.,	541907/2	Padlocks	53666	01/31/2019	02/15/2019	24.80
							135.20
Total Dept. Parks:							404.43
Dept: 521.000	Recreation & Lions						
101-521.000-720.100	Office						
	STAPLES BUSINESS		Binder, Color Paper, Calendar	53698	01/07/2019	02/15/2019	65.85
	STAPLES BUSINESS		Binder, Pencils, First Aid Kit	53698	01/10/2019	02/15/2019	137.25
	STAPLES BUSINESS		Tape Correction	53698	01/10/2019	02/15/2019	18.09
	STAPLES BUSINESS		Label Tape, Binders	53698	01/14/2019	02/15/2019	58.63
	STAPLES BUSINESS		Calendar, Folders	53698	01/15/2019	02/15/2019	82.95
							360.77
101-521.000-720.300	Chemicals						
	NUCO2///	58519220	CO2 Bulk	53683	01/30/2019	02/15/2019	213.46
	NUCO2///	58516989	CO2 Bulk	53683	01/30/2019	02/15/2019	199.34
	NUCO2///	58511299	CO2 Bulk	53683	01/28/2019	02/15/2019	235.18
							647.98
101-521.000-720.600	Plumbing						
	O'MALLEY PLUMBING/JIM//		Couplings, Hose Bibb	53685	01/30/2019	02/15/2019	27.75
	O'MALLEY PLUMBING/JIM//		Coupling	53685	01/30/2019	02/15/2019	7.55
							35.30
101-521.000-720.800	Janitorial						
	WAL-MART STORES, INC	05582	Uniform Pants/Fanny Posada	53705	02/06/2019	02/15/2019	13.08

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 6

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	WAXIE SANITARY SUPPLY///	78025389	Janitorial Supplies	53706	01/29/2019	02/15/2019	261.71
							<u>274.79</u>
101-521.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1654341	Uniforms/Fanny Posada	53701	01/02/2019	02/15/2019	157.51
	UNIFIRST CORPORATION///	360 1654353	Uniforms/David Siqueiroz	53701	01/02/2019	02/15/2019	285.74
	UNIFIRST CORPORATION///	360 1654338	Uniforms/David Villalobos	53701	01/02/2019	02/15/2019	258.56
	UNIFIRST CORPORATION///	360 1654355	Uniforms/Cesar Duarte	53701	01/02/2019	02/15/2019	220.15
	WAL-MART STORES, INC.	05582	Uniform Pants/Fanny Posada	53705	02/06/2019	02/15/2019	128.91
							<u>1,050.87</u>
101-521.000-721.200	Other						
	BIG STATE INDUSTRIAL	1323639	Gloves	53637	01/30/2019	02/15/2019	935.25
	IMPERIAL HARDWARE CO.,	541867/2	Fan, Flux Liquid	53666	01/30/2019	02/15/2019	5.80
	STAPLES BUSINESS		Binder, Pencils, First Aid Kit	53698	01/10/2019	02/15/2019	30.81
							<u>971.86</u>
101-521.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	541867/2	Fan, Flux Liquid	53666	01/30/2019	02/15/2019	18.31
							<u>18.31</u>
101-521.000-740.100	Repair &						
	CANON FINANCIAL	19643995	Copier Usage	53641	01/13/2019	02/15/2019	1,235.77
	KNORR SYSTEMS, INC.///		Replace Stenner Pump	53673	01/24/2019	02/15/2019	584.83
							<u>1,820.60</u>
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	53629	02/04/2019	02/15/2019	27.00
							<u>27.00</u>
101-521.000-740.400	Rent						
	CANON FINANCIAL	19643995	Copier Lease PO #1900	53641	01/13/2019	02/15/2019	178.20
	CANON FINANCIAL	19643997	Fax Board Lease PO #1782	53641	01/13/2019	02/15/2019	14.90
							<u>193.10</u>
101-521.000-750.210	Postage						
	UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	10.99
							<u>10.99</u>
Total Dept. Recreation & Lions Center:							<u>5,411.57</u>
Dept: 521.100	Recreation Leagues						
101-521.100-730.200	Technical						
	ALEXANDER/BRYCE		BB Referee 2/4, 2/5, 2/7	53628	02/08/2019	02/15/2019	190.00
	BLAKE/LAURA P.//		Zumba Instructor A.M. Jan 2019	53639	02/06/2019	02/15/2019	318.75
	CARRILLO/CRISTOPHER		BB Scorekeeper 1/29, 1/30	53643	02/01/2019	02/15/2019	60.00
	CARRILLO/CRISTOPHER		BB Scorekeeper 2/2, 2/5	53643	02/08/2019	02/15/2019	60.00
	DURAN/HANNAH//		BB Scorekeeper 2/2, 2/5	53652	02/08/2019	02/15/2019	150.00
	ESQUEDA/DAVID JODEC//		BB Referee 2/2, 2/5	53654	02/08/2019	02/15/2019	114.00
	FERNANDEZ/TANYA//		BB Scorekeeper 2/6/19	53655	02/08/2019	02/15/2019	60.00
	GRANBERRY/DAY JANE A//		BB Scorekeeper 2/4, 2/7	53658	02/08/2019	02/15/2019	120.00
	GUTIERREZ/BRANDEN//		BB Referee 2/6, 2/7	53659	02/08/2019	02/15/2019	95.00
	MACIAS/JAQUELINE//	7013168	Zumba Instructor P.M. Jan 2019	53674	02/06/2019	02/15/2019	85.00
	NAVARRO/RAUL DIEGO//		BB Referee 2/4/19	53681	02/08/2019	02/15/2019	76.00
	PADILLA/GISELLE//		BB Scorekeeper 2/2, 2/5	53690	02/08/2019	02/15/2019	150.00
	RETANA/ALEXIS//		BB Scorekeeper 2/5, 2/6	53694	02/08/2019	02/15/2019	90.00
	RODRIGUEZ/NICKOLE//		BB Scorekeeper 2/6/19	53695	02/08/2019	02/15/2019	60.00
	TAPIA/DAVID//		BB Referee 2/2, 2/5	53699	02/08/2019	02/15/2019	76.00
	ZAJDEL/STEVEN//		BB Referee 2/5, 2/7	53710	02/08/2019	02/15/2019	95.00
	ZEPEDA/RAQUEL A//		BB Scorekeeper 2/4, 2/7	53711	02/08/2019	02/15/2019	120.00
	ZUNIGA/DOMINICK EDWARD//		BB Referee 2/2, 2/5	53712	02/08/2019	02/15/2019	228.00
	ZUNIGA/NATHAN//		BB Referee 2/2, 2/5	53713	02/08/2019	02/15/2019	114.00
							<u>2,261.75</u>

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 7

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Recreation Leagues:							2,261.75
Dept: 522.000 Senior Citizens							
101-522.000-721.200 Other							
IMPERIAL HARDWARE CO.,	541602/2	Graffiti Remover	53666	01/28/2019	02/15/2019	18.99	
							18.99
Total Dept. Senior Citizens Center:							18.99
Dept: 551.000 Library							
101-551.000-750.210 Postage							
UNITED STATES POSTAL		City Hall Postage Refill	53703	02/12/2019	02/15/2019	0.47	
							0.47
Total Dept. Library:							0.47
Total Fund General Fund:							41,034.44
Fund: 211 Gas Tax							
Dept: 312.000 Street Maintenance							
211-312.000-720.700 Construction							
IMPERIAL HARDWARE CO.,	541925/2	Asphalt, Tarps/Streets	53666	01/31/2019	02/15/2019	546.10	
							546.10
211-312.000-730.200 Technical							
CHAVEZ LANDSCAPING	001CB	Palm Tree Removal/Main Street	53646	12/17/2018	02/15/2019	800.00	
							800.00
Total Dept. Street Maintenance &							1,346.10
Total Fund Gas Tax:							1,346.10
Fund: 213 SB 821 - Ped. & Bic.							
Dept: 313.000 Bicycle &							
213-313.000-730.200 Technical							
ARC INDUSTRIES//	6997	Transit Station Services/Jan	53631	02/01/2019	02/15/2019	357.05	
							357.05
Total Dept. Bicycle & Pedestrian Fac.:							357.05
Total Fund SB 821 - Ped. &							357.05
Fund: 501 Water							
Dept: 000.000							
501-000.000-205.200 Water							
ANGULO/JESUS A REYNOSA//		Refund Deposit 632 Main Street	53630	02/06/2019	02/15/2019	205.90	
AVALOS/CARLOS &		Refund Deposit 631 N 13th St	53634	02/04/2019	02/15/2019	66.39	
BARBEAUX/DENISE//		Refund Deposit 825 Evelyn Ave	53636	02/05/2019	02/15/2019	48.72	
CATLETT/THOMAS ALLEN//		Rfnd Dep & Ovrpmt 1143 Cedar	53644	02/07/2019	02/15/2019	211.92	
HORTA/ALEXIS//		Refund Deposit 710 S 3rd St	53661	02/07/2019	02/15/2019	59.69	
MIER/MONICA//		Rfnd Deposit 1654 River Drive	53677	02/07/2019	02/15/2019	457.76	
MORENO/SANDRA//		Refund Deposit 1109 B Street	53678	02/08/2019	02/15/2019	13.02	
NAVA/ESMERALDA//		Rfnd Deposit 680 S 5th Street	53680	02/05/2019	02/15/2019	121.03	
PALOMINO/HELEN &		Rfnd Dep, Ovrpmt 140 W J St	53691	02/04/2019	02/15/2019	191.74	
YOUNG/BRANDON &		Refund Deposit/1205 Ivy St	53709	02/07/2019	02/15/2019	45.63	
							1,421.80
Total Dept. 000000:							1,421.80
Dept: 321.000 Water Treatment							
501-321.000-440.710 Water sales							
CATLETT/THOMAS ALLEN//		Rfnd Dep & Ovrpmt 1143 Cedar	53644	02/07/2019	02/15/2019	149.56	

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 8

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	GAUNA/GERALD//		Refund Ovrpmt 626 S 2nd Street	53657	02/06/2019	02/15/2019	98.84
							248.40
501-321.000-720.300	Chemicals						
	KEMIRA WATER SOLUTIONS,		Ferric Sulfate	53672	01/22/2019	02/15/2019	5,913.27
	UNIVAR USA, INC.///		Sodium Hypochlorite	53704	01/23/2019	02/15/2019	4,406.67
							10,319.94
501-321.000-720.500	Electrical						
	O'MALLEY PLUMBING/JIM//		Controller	53685	01/31/2019	02/15/2019	103.60
							103.60
501-321.000-720.600	Plumbing						
	BAKERSFIELD PIPE &		Male Connector Helmet	53635	01/29/2019	02/15/2019	42.80
	IMPERIAL HARDWARE CO.,	541676/2	PVC Primer, Coupling	53666	01/29/2019	02/15/2019	13.78
	O'MALLEY PLUMBING/JIM//		Couplings	53685	01/29/2019	02/15/2019	12.95
	O'MALLEY PLUMBING/JIM//		Ell, Coupling, Glue	53685	01/01/2019	02/15/2019	49.48
	O'MALLEY PLUMBING/JIM//		Couplings	53685	01/29/2019	02/15/2019	10.03
	O'MALLEY PLUMBING/JIM//		Couplings	53685	02/01/2019	02/15/2019	5.94
							134.98
501-321.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1654352	Uniforms/Ralph Walker	53701	01/02/2019	02/15/2019	219.29
	UNIFIRST CORPORATION///	360 1654349	Uniforms/Mariano Valenzuela	53701	01/02/2019	02/15/2019	270.90
	UNIFIRST CORPORATION///	360 1654350	Uniforms/Roberto Orozco	53701	01/02/2019	02/15/2019	209.06
	UNIFIRST CORPORATION///	360 1654362	Uniforms/Raul Bernal	53701	01/02/2019	02/15/2019	200.54
							899.79
501-321.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	541891/2	Degreaser, Gloves, Marker	53666	01/30/2019	02/15/2019	60.84
	IMPERIAL HARDWARE CO.,	541744/2	Hoe, Towels, Bleach, Pail	53666	01/29/2019	02/15/2019	69.91
	IMPERIAL HARDWARE CO.,	541817/2	Nozzle, Rubber Boots	53666	01/30/2019	02/15/2019	27.61
	MALLORY SAFETY & SUPPLY	4589711	Safety Glasses, Rainsuit	53675	01/30/2019	02/15/2019	10.89
							169.25
501-321.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	541744/2	Hoe, Towels, Bleach, Pail	53666	01/29/2019	02/15/2019	12.60
							12.60
501-321.000-740.100	Repair &						
	DDP ELECTRIC, INC.///	189	Install Valve	53650	02/04/2019	02/15/2019	725.00
							725.00
501-321.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	53629	01/30/2019	02/15/2019	59.88
							59.88
501-321.000-750.200							
	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan	53696	02/01/2019	02/15/2019	28.50
							28.50
							Total Dept. Water Treatment: 12,701.94
Dept: 322.000	Water Distribution						
501-322.000-720.300	Chemicals						
	IMPERIAL HARDWARE CO.,	541684/2	Ant Killer, Lubricant	53666	01/29/2019	02/15/2019	8.72
							8.72
501-322.000-720.600	Plumbing						
	CORE & MAIN LP///	K009450	Couplings, Adapters	53648	01/24/2019	02/15/2019	554.80
	CORE & MAIN LP///	K076383	Meters	53648	01/28/2019	02/15/2019	7,681.72
	CORE & MAIN LP///	K076397	Registers	53648	01/28/2019	02/15/2019	13,250.67
							21,487.19

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 9

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
501-322.000-721.100	Uniforms UNIFIRST CORPORATION///	360 1654333	Uniforms/Joseph Galvan	53701	01/02/2019	02/15/2019	272.12
							<u>272.12</u>
501-322.000-721.200	Other CORE & MAIN LP///	K074450	Lid Removers	53648	01/25/2019	02/15/2019	108.52
	IMPERIAL HARDWARE CO.,	541036/2	Chisel, Prick Punch	53666	01/22/2019	02/15/2019	17.43
	IMPERIAL HARDWARE CO.,	541399/2	Batteries	53666	01/25/2019	02/15/2019	57.05
	IMPERIAL HARDWARE CO.,	541684/2	Ant Killer, Lubricant	53666	01/29/2019	02/15/2019	11.83
	IMPERIAL HARDWARE CO.,	541430/2	Cut-Off Wheels	53666	01/26/2019	02/15/2019	17.58
							<u>212.41</u>
501-322.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	541910/2	Ladder	53666	01/31/2019	02/15/2019	35.55
	O'MALLEY PLUMBING/JIM//		Wrenches	53685	01/29/2019	02/15/2019	223.53
							<u>259.08</u>
501-322.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	28.50
							<u>28.50</u>
Total Dept. Water Distribution:							<u>22,268.02</u>
Total Fund Water:							<u>36,391.76</u>
Fund: 511	Wastewater						
Dept: 331.000	Wastewater						
511-331.000-440.730	Sewer GAUNA/GERALD//		Refund Ovrpmt 626 S 2nd Street	53657	02/06/2019	02/15/2019	26.29
	PALOMINO/HELEN &		Rfnd Dep, Ovrpmt 140 W J St	53691	02/04/2019	02/15/2019	21.62
							<u>47.91</u>
511-331.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	28.50
							<u>28.50</u>
Total Dept. Wastewater Collection:							<u>76.41</u>
Dept: 332.000	Wastewater						
511-332.000-721.200	Other ATCO INTERNATIONAL//	10522911	Gloves	53632	01/18/2019	02/15/2019	122.37
	NATIONAL INDUSTRIAL//	9679	Batteries	53679	01/18/2019	02/15/2019	147.40
							<u>269.77</u>
511-332.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	53629	01/28/2019	02/15/2019	109.23
	ALSCO AMERICAN LINEN		Cleaning Services	53629	02/04/2019	02/15/2019	109.23
							<u>218.46</u>
511-332.000-750.200	SAN DIEGO COUNTY///		P.W. Radio System Fees/Jan.	53696	02/01/2019	02/15/2019	28.50
							<u>28.50</u>
511-332.000-750.500	Training WESTERN GROWERS	5227	Safety Training	53707	01/22/2019	02/15/2019	264.50
							<u>264.50</u>
Total Dept. Wastewater treatment:							<u>781.23</u>
Total Fund Wastewater:							<u>857.64</u>

Fund: 521 Solid Waste

Dept: 341.000 Solid Waste

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/15/2019

Time: 12:02 pm

Page: 10

City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
521-341.000-440.740	Solid waste GAUNA/GERALD//		Refund Ovrpmt 626 S 2nd Street	53657	02/06/2019	02/15/2019	10.71
							<u>10.71</u>
			Total Dept. Solid Waste Collection:				10.71
			Total Fund Solid Waste:				10.71

Fund: 601 Maintenance

Dept: 801.000 Vehicle

601-801.000-720.400	Automotive						
	EL CENTRO MOTORS///	5149360	Brake Pads, Rotors #P155 PD	53653	01/29/2019	02/15/2019	246.62
	KEARNY PEARSON FORD,	1464163	Hood Clips #P154 PD	53671	01/29/2019	02/15/2019	13.47
	KEARNY PEARSON FORD,	1464156	Door Molding #P154 PD	53671	01/28/2019	02/15/2019	48.88
	KEARNY PEARSON FORD,	1464339	Bracket, Nut #P154 PD	53671	01/28/2019	02/15/2019	73.59
	NORTHEND AUTOPARTS,	633903	Seat Cover #47 Parks	53682	01/29/2019	02/15/2019	273.98
	O'REILLY AUTO PARTS///		Control Arm #922 PD	53686	01/31/2019	02/15/2019	76.14
	O'REILLY AUTO PARTS///		Door Handle #G151 PD	53686	01/31/2019	02/15/2019	26.74
	O'REILLY AUTO PARTS///		Handle #G151 PD	53686	01/31/2019	02/15/2019	10.28
	O'REILLY AUTO PARTS///		Filters/Shop	53686	01/29/2019	02/15/2019	22.30
	O'REILLY AUTO PARTS///		Gasket, Filters #G151 PD	53686	01/30/2019	02/15/2019	74.60
	O'REILLY AUTO PARTS///		Filter #210 Engineering	53686	01/30/2019	02/15/2019	4.02
	O'REILLY AUTO PARTS///		Hose #G151 PD	53686	01/30/2019	02/15/2019	9.97
							<u>880.59</u>
601-801.000-721.200	Other						
	CERTIFIED LABORATORIES	3399352	Electrical Contact Cleaner/	53645	01/10/2019	02/15/2019	151.25
							<u>151.25</u>
			Total Dept. Vehicle Maintenance Shop:				1,031.84
			Total Fund Maintenance:				1,031.84

Fund: 602 Risk Management

Dept: 814.000 Employee Health

602-814.000-750.100	Insurance						
	HOLMAN PROFESSIONAL		Employee Assistance Feb 2019	53660	02/01/2019	02/15/2019	576.84
							<u>576.84</u>
			Total Dept. Employee Health Benefits:				576.84
			Total Fund Risk				576.84
			Grand Total:				81,606.38

Check Register Report

Date: 02/15/2019

Time: 1:51 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
53714	02/15/2019	Printed	A366	AFLAC GROUP INSURANCE	Critical Care Withheld	298.20
53715	02/15/2019	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	3,074.17
53716	02/15/2019	Printed	B202	BRAWLEY FIREFIGHTERS LOCAL #19	February Union Dues	480.00
53717	02/15/2019	Printed	B208	BRAWLEY POLICE SERGEANT'S	February Union Dues	300.00
53718	02/15/2019	Printed	B213	BRAWLEY PUBLIC SAFETY	February Union Dues	2,240.00
53719	02/15/2019	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	1,754.75
53720	02/15/2019	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimbursed Medical &	323.84
53721	02/15/2019	Printed	F689	FRANCHISE TAX BOARD	Deductions	678.03
53722	02/15/2019	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Compensation	5,674.09
53723	02/15/2019	Printed	N187	NATIONWIDE RETIREMENT	Deferred Compensation #05270	165.00
53724	02/15/2019	Printed	S1456	ESTHER SWITHENBANK	Deductions	300.00
53725	02/15/2019	Printed	T542	TEAMSTERS LOCAL #542	February Union Dues	1,278.00
53726	02/15/2019	Printed	U660	UNITED STATES TREASURY	Deductions	177.50
53727	02/15/2019	Printed	U761	UNITED STATES TREASURY	Deductions	200.00
53728	02/15/2019	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	24.00

Total Checks: 15

Checks Total (excluding void checks):

16,967.58

RL

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: February 19, 2019

City Manager: 

PREPARED BY: Chuck Peraza, Fire Chief

PRESENTED BY: Chuck Peraza, Fire Chief

SUBJECT: Fire Department Budget Adjustment for State of California Reimbursement – Mendocino Complex Fire

CITY MANAGER RECOMMENDATION: Approve Resolution No. 2019-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2018/2019 City of Brawley Budget for the Fire Department in the Amount of \$18,119.28.

DISCUSSION: Approval is requested to amend the budget for the Brawley Fire Department to reflect receipt of State of California funds to reimburse the City for expenses incurred as part of a mutual aid request for the "Mendocino Complex Fire" in Ukiah, CA .

Brawley Fire Department was deployed to Ukiah, CA for a strike team to assist with a wildfire incident. The Fire Chief was sent as a Strike Team Leader Trainee for the days of August 8, 2018 through August 23, 2018. The State of California has reimbursed the City for the costs associated with compensation of a Strike Team Leader Trainee.

This incident occurred during the 2018-2019 Fiscal Year. As such, the Fire Department respectfully requests that the amount of \$15,000.00 be placed in to the professional services line item for a cost recovery study to be undertaken later this year. The remaining amount of \$3,119.28 is requested for placement in the small tools and minor equipment line item for future purchases of fire equipment.

FISCAL IMPACT: Revenue increase of \$18,119.28 to the Fire Department Budget

ATTACHMENTS: Copy of the State of California check; City Council Resolution No. 2019-___: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2018/2019 City of Brawley Budget for the Fire Department in the amount of \$18,119.28



STATE OF CALIFORNIA

WARRANT NUMBER

08-784944

THE TREASURER OF THE STATE WILL PAY OUT OF THE
IDENTIFICATION NO.FUND NO. FUND NAME
0001 GENERAL FUNDMO. DAY YR.
3540 01 17 2019

90-1342/1211

08784944

TO:

784944

--- BRAWLEY FD

DOLLARS	CENTS
\$***18119	28



BETTY T. YEE



CALIFORNIA STATE CONTROLLER

⑈12113423⑈ 08784944⑈

RESOLUTION NO. 2019-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRAWLEY, CALIFORNIA AMENDING THE FISCAL YEAR
2018/2019 CITY OF BRAWLEY BUDGET.

Amendment No. 2019-__: Department: Fire

WHEREAS, Minute Order dated November 20, 2018 adopted the Fiscal Year 2018-2019 City of Brawley Budget and appropriated expenses on a cost center basis; and

WHEREAS, adjustments to the FY 2018-2019 General Fund Budget have been determined to be necessary.

THEREFORE, BE IT RESOLVED, that the FY 2018-2019 City of Brawley Budget is hereby amended as follows:

REVENUE

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-440.310	State Reimbursement	\$18,119.28	
		TOTAL	\$18,119.28

EXPENDITURES

BUDGET NUMBERS	ACCOUNT NAME	INCREASE	DECREASE
101-221.000-730.100	Professional Services	\$15,000.00	
101-221.000-721.900	Small Tools & Minor Equipment	\$3,119.28	
		TOTAL	\$18,119.28

REASON: The unanticipated revenue is from a wildland fire in Ukiah, CA, referred to as the Mendocino Complex Fire. This fire occurred during the 2018-2019 fiscal year. The amount of \$15,000 will be deposited into professional services and the remaining amount will be placed in small tools and equipment to purchase fire equipment.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held February 19, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

**STATE OF CALIFORNIA}
COUNTY OF IMPERIAL}
CITY OF BRAWLEY}**

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2019-__ was passed and adopted by the City Council of the City of Brawley, California, at an adjourned regular meeting held on the 19th day of February, 2019 and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED:

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: February 19, 2019

City Manager: PBR

PREPARED BY: Gordon Gaste, Development Services Director

PRESENTED BY: Gordon Gaste, Development Services Director

SUBJECT: 2018 CDBG Grant Application

CITY MANAGER RECOMMENDATION: Hold a public hearing regarding the City's application for the 2018 CDBG Community Development funds for the Housing Rehabilitation (HR) and Homeownership Assistance (HA) programs and adopt the first City Council Resolution for CDBG funds. Approve and adopt the second City Council Resolution to revise Community Development Block Grant (CDBG) Housing Rehabilitation Program and Homebuyer Guidelines.

DISCUSSION: The City of Brawley intends to apply for State of California Housing & Community Development (CDBG) grant funds in the amount of \$500,000 for two eligible activities. These activities will be proposed as a Housing Rehabilitation and Homeownership Assistance Combination Program and target low-moderate income households for assistance.

The attached resolution stipulates various parameters required to apply for the funds. Holding a public hearing to solicit community input on the proposed activities is required. City staff is also recommending the update of the City's program guidelines to conform with HCD's current requirements. These guidelines require periodic review and revision and will be submitted with the City's application.

FISCAL IMPACT: Potential grant award of \$500,000

ATTACHMENTS: Public Hearing Notice and Resolution; Single-Family Housing Rehabilitation Assistance Program Guidelines; Homebuyer Program Guidelines; City Council Resolution



Notice of Public Hearing for Submittal of State CDBG Application

NOTICE IS HEREBY GIVEN that the City of Brawley will conduct a public meeting on February 19, 2019 at 6PM or shortly thereafter, at the Council Chambers located at 383 Main Street, Brawley, CA in order to submit an application under 2018 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) and solicit public input.

The City of Brawley is applying for a grant, in an amount not to exceed \$500,000 and the approval to expend approximately \$5,837 in existing or anticipated Program Income under the NOFA for the following eligible activities:

Housing Combo: Housing Rehabilitation Program &
Homeownership Assistance Program

\$500,000

If the proposed activity results in displacement, the City of Brawley shall adhere to its Anti-Displacement and Relocation Plan.

The purpose of the public hearing is to give people an opportunity to make their comments known on the proposed activities/application. If you require special accommodations to participate in the public hearing, please contact the City Clerk at 760-351-3080.

If you are unable to attend the public hearing, you may direct written comments to the City of Brawley at 383 Main Street, Brawley, CA 92227, or you may telephone 760-351-3080. In addition, information is available for review at the above address between the hours of 8AM-12PM and 1PM-5PM Monday through Friday.

The City of Brawley promotes fair housing and makes all of its programs available to low/moderate Income persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.



Aviso de Audiencia Pública para Presentación de Solicitud de CDBG al Estado

POR LA PRESENTE SE NOTIFICA que la Ciudad de Brawley llevará a cabo una audiencia pública el 19 de enero de 2019 a las 6PM o al poco tiempo después en el Council Chambers ubicada en 383 Main Street, Brawley, California 92227 para discutir la presentación de una solicitud en respuesta al Aviso de Disponibilidad de Fondos (NOFA) de 2018 State Community Development Block Grant (CDBG) [Subvención Conjunta de Desarrollo Comunitario del Estado de 2018], y para solicitar la aportación ciudadana.

La Ciudad de Brawley está solicitando una subvención, por una cantidad que no exceda de \$ 500,000 y la aprobación para gastar aproximadamente \$5,837 en ingresos del programa existentes o previstos bajo el NOFA para las siguientes actividades elegibles:

Combo de Vivienda: Programa de rehabilitación de viviendas y	\$500,000
Programa de asistencia para la propiedad de vivienda	

Si es probable que una actividad resulte en un desplazamiento, consulte el Plan Antirripulación y Reubicación del departamento, y los problemas de reubicación se tratarán en la audiencia. El propósito de la audiencia pública es dar al público la oportunidad de hacer sus observaciones conocidas sobre las actividades/solicitud propuestas.

Si usted requiere adaptaciones especiales para participar en la audiencia pública, por favor comuníquese con la oficina de la Secretaria Municipal al (760) 351-3080.

Si usted no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a la Ciudad de Brawley, 383 Main Street, Brawley, CA 92227, o puede llamar a la oficina de la Secretaria de la Ciudad al (760) 351-3080. Además, la información está disponible para su consulta en la dirección antes mencionada durante el horario de 8AM-12PM y 1PM-5PM de lunes a viernes.

La ciudad de Brawley promueve la vivienda justa y pone todos sus programas a la disponibilidad de familias de ingresos bajos y moderados sin importar la edad, raza, color, religión, sexo, origen nacional, orientación sexual, estado civil o discapacidad.

PUBLISHED: IV PRESS
February 6, 2019

Alma Benavides, City Clerk

RESOLUTION NO. 2019-__

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2018 FUNDING YEAR OF THE STATE OF CALIFORNIA HOUSING
AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

BE IT RESOLVED by the City Council of the City of Brawley as follows:

SECTION 1: The City Council has reviewed and hereby approves an application in the amount of \$500,000.00 for the following CDBG activities, pursuant to the October 2018 CDBG NOFA:

General Administration (GA)	\$ 17,442
Housing Rehabilitation Program- Single Unit Residential (HR)	\$232,558
General Administration (GA)	\$ 17,442
Homeownership Assistance Program (HA)	\$232,558

Additionally, The City Council of Brawley hereby approves to expend approximately \$5,837 in existing or anticipated Program Income under the Notice of Funding Availability (NOFA) for the aforementioned activities.

SECTION 2: The City acknowledges compliance with State and Federal public participation requirements in the development of this application.

SECTION 3: The City hereby authorizes and directs the City Manager or her designees, the City of Brawley Finance Director or City of Brawley Assistant Finance Director, to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 4: If the application is approved, the City Manager, or her designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 5: If the application is approved, the City Manager, or her designee, is authorized to sign Funds Requests and other required reporting forms.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Brawley held on February 19, 2019 by the following vote:

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

**STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY**

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2019- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 19th day of February 19, 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Alma Benavides, City Clerk

CITY OF BRAWLEY

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS



HCD Version 4/2018

CalHome Approved (date)
CDBG Approved (date)
HOME Approved (date)

**CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

TABLE OF CONTENTS

- 1.0. GENERAL**
 - 1.1. PROGRAM OUTREACH AND MARKETING
 - 1.2. APPLICATION PROCESS AND SELECTION
 - 1.3. LOAN PROCESS
 - 1.4. CONFLICT OF INTEREST REQUIREMENTS
- 2.0. APPLICANT QUALIFICATIONS**
 - 2.1. INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS
- 3.0. PROPERTY ELIGIBILITY**
 - 3.1. CONDITIONS
 - 3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.3. NOTIFICATIONS AND DISCLOSURES
- 4.0. THE PROGRAM LOAN**
 - 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
 - 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
 - 4.3. RATES AND TERMS
 - 4.4. GRANTS
 - 4.5. APPRAISAL
 - 4.6. INSURANCE
- 5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**
 - 5.1. PAYMENTS ARE VOLUNTARY
 - 5.2. RECEIVING LOAN REPAYMENTS
 - 5.3. LOAN SERVICING POLICIES AND PROCEDURES
 - 5.4. LOAN MONITORING PROCEDURES
 - 5.5. DEFAULT AND FORECLOSURE
 - 5.6. SUBORDINATIONS
- 6.0. CONSTRUCTION**
 - 6.1. STANDARDS
 - 6.2. ELIGIBLE CONSTRUCTION COSTS
 - 6.3. ELIGIBLE PROJECT COSTS
 - 6.4. REPAIR CALLBACKS
- 7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 7.1. AMENDMENTS
 - 7.2. EXCEPTIONS
- 8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**
 - 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
 - 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

**CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

ATTACHMENTS TABLE OF CONTENTS

ATTACHMENT A:	24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT A-1:	TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS – FOR CALHOME
ATTACHMENT B:	ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT B-1:	TITLE 25 SECTION 6914 GROSS INCOME EXCLUSIONS – FOR CALHOME
ATTACHMENT C:	MAXIMUM PURCHASE PRICE AFTER-REHAB VALUE LIMIT; HOME PER UNIT SUBSIDY LIMIT; CURRENT INCOME LIMITS; BEDROOM & BATHROOM ADDITION STANDARDS
ATTACHMENT D:	MARKETING PLAN
ATTACHMENT E:	RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
ATTACHMENT F:	LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT G:	FORECLOSURE POLICY
ATTACHMENT H:	CERTIFICATION OF OCCUPANCY
ATTACHMENT I:	LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

**CITY OF BRAWLEY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

Adopted 02/19/2019

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by City of Brawley, hereinafter referred to as the "Program Operator".

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to

ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's City Council for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's City Council must approve all loans and grants. The City Council may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after-rehabilitation value. For HOME-funded loans, the total of all loans on the property cannot be more than 100 percent of the after-rehabilitation value. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below

80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG, choose "State CDBG and HOME" limits; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation for HOME and CALHOME only. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.1.2 OWNER-INVESTOR REQUIREMENTS - (eligible under only CDBG-funded programs)

Owner-Investor - There are no restrictions on the income of the owner-investor unless the owner-investor is a member of the Targeted Income Group (TIG) and is interested in qualifying for a Deferred Payment Loan (see Section 4.3.2.C.).

Owner-investor housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-investor has a mortgage on the property to be rehabilitated it is verified that all payments are current and that no late payments have been received in the past twelve months.

TENANT REQUIREMENTS (eligible under only CDBG-funded programs)

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Tenant will be asked to cooperate by providing income documentation and income will be projected for 12 months based on current income. See Attachments A and B.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. **Note: Owner-investor/tenant-occupied properties are eligible under only CDBG funding, and must meet all requirements listed under section 2.3.2.** A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and
2. Statement of unit's continued use as primary residence of the owner.

- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or

- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2. OWNER INVESTOR REQUIREMENTS (eligible only under CDBG-funded programs)

- A. If the owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.
- B. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
 - 1. He or she can prove that the previous tenant was not evicted without cause.
 - 2. He or she is income eligible.
 - 3. He or she requests approval from the Sponsor.
- C. If an owner-investor converts the rental property to his or her personal residence, but is not income eligible, the loan is due and payable.
- D. If the owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.
- E. Over-income rental households occupying units in a project which will receive financial assistance for other eligible units will be allowed to stay in their respective units. To prevent owners from evicting ineligible tenants before applying for the Program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of

code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN**4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

See Attachment C for current limits. For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed \$211,000.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**
- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing or with other loan or grant programs, which are sources of leverage for the Sponsor.
- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS**4.3.1. OWNER-OCCUPANTS**

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at 0% simple interest, for a term of 30 years, as evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for the term of the deferred loan unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily without penalty on a DPL.

Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.3.2. OWNER-INVESTORS (eligible under only CDBG-funded programs)

The rate and terms for an owner-investor may vary depending on the owner's financial situation below are the options available:

- A. Amortized Loan - Below Market Interest Rate (BMIR) loan at 3 percent interest, secured by a deed of trust and with a maximum term of 15 years.
- B. DPL for a TIG owner-investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. DPL terms are the same as those described in 4.3.2.B. above.
- C. Rent Limitation Agreement (RLA)
An owner-investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:
 1. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.
 2. Base Rent -- Vacant Unit
If the house is vacant, rent charges shall not exceed 30 percent of 80 percent of the Sponsor median income for the appropriate household size in that unit. Owner-investor shall affirmatively seek TIG households. Where such

efforts do not result in eligible TIG tenants, the owner-investor shall contact the Sponsor for guidance.

3. Base Rent -- Occupied Unit

If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.

4. Terms -- BMIR finance will require rent limitation for a minimum of 5 years. DPL financing will require rent limitations for the full term of the loan.

5. Verification -- Each year during the term of the Agreement, the borrower shall provide the Sponsor with a written list of current occupants' names and monthly rents by January 15th. The Sponsor may verify this information with the occupant.

6. Compliance -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be initiated.

D. Maintenance Agreement

As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the Program must maintain the property at post-rehabilitation conditions for the term of the loan(s). Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be initiated.

4.4. GRANTS

A. CDBG-funded programs may provide grants as follows:

1. Grants are available for any of the following qualifying factors, up to a maximum of \$15,000:
 - (a) Senior Citizen - at least 62 years old; or
 - (b) Handicapped - only for handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 - (c) Lowest HUD Low/Mod individual -- with gross annual income less than 50 percent of County median income; or
 - (d) Curb, gutter and sidewalk -- when curb, gutter and/or sidewalk are required by City code; or
 - (e) Building permit and/or school fees; or
 - (f) Emergencies -- failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc)

2. Grants of up to \$10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.
 3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
 4. Grants of up to \$25,000 are available for Equity maintenance, if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
 5. Grants of up to \$7,500 are available for Asbestos containment and/or removal.
- B. HOME-funded projects include grants, if necessary to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HOME Per Unit Subsidy Limit established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.C. and 4.4.D.
- C. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- D. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
1. Owner-Occupant – Limit of \$3,000.
 2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**
- E. **Grants are not available in CalHome-funded programs.**

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the "Estimate of Value" method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and if possible located within one mile of the subject property. The participants' file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimate of Value" method is to determine that the after-rehabilitation value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above. If three comparable properties cannot be found, or if there is any question regarding the after-rehab value, the ARV must be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the after-rehab value for rehabilitation projects, when the "Estimate of Value" method cannot be used. For rehabilitation projects, the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehab value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.
- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

4.6. INSURANCE**4.6.1. FIRE INSURANCE**

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that

the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

***AmeriNat
c/o City of Brawley
8121 E Florence Avenue
Downey, CA 90240***

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers

prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.

- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.
- B. Contracting Process
 - 1. Contracting will be done on a competitive basis.
 - 2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
 - 3. The Sponsor does not warrant any construction work, or provide insurance coverage.
- C. Approved Contractors
 - 1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
 - 2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
 - 3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
 - 4. Contractor must agree to comply with all federal and state regulations.

- D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**
- E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
 2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.
 3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
 4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate

overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. (See Attachment C)

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation/reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.

D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**7.1. AMENDMENTS**

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's City Council. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American

Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1**Title 25 Section 6914 Gross Income Inclusions – For CalHome activities**

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

(a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
- (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR IMPERIAL COUNTY
(HOME Value Limits as of 04/01/2018)**

COUNTY NAME	One-Family
IMPERIAL	\$211,000

**HOME SUBSIDY LIMITS PER UNIT FOR IMPERIAL COUNTY
(Limits are effective 06/04/2018)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$147,074	\$168,600	\$205,017	\$265,228	\$291,136

**HOUSEHOLD INCOME LIMITS FOR IMPERIAL COUNTY*
(Limits are effective 06/01/2018)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050

**HCD 2018 INCOME LIMITS FOR CALHOME
ADJUSTED FOR FAMILY SIZE FOR IMPERIAL COUNTY**

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$33,550	\$38,350	\$43,150	\$47,900	\$51,750	\$55,600	\$59,400	\$63,250

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG limits, choose "State CDBG and HOME Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

SEE ADDITIONAL OCCUPANCY FACTORS ON FOLLOWING PAGE

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF BRAWLEY (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below.**). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation

are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;

- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)

(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C**DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS***Top to be completed at time of loan application submittal or Home Visit*

Property Address: _____
 ___ Rental Unit ___ Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____
 has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I
 need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions
 about assistance as needed.

Acknowledged:

 Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____
 has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
 ___ Not require I/we to be relocated. (If initialed then STOP here and sign bottom.)
 ___ Yes, I/we need to be temporarily relocated. (Complete rest of form if initialed.)

Start date and duration of relocation:

___ Starting on or about _____ we will move for all or part of the rehabilitation project.
 ___ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

___ Relocate with friends and family.
 ___ Relocate into a suitable temporary housing unit identified by rehab specialist.
 ___ Relocate furnishings only into a temporary storage unit.

___ I/We have been told what our relocation benefits are and elect Not to be reimbursed for any eligible relocation expenses.

___ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

 Occupant Signature Date Occupant Signature Date

ATTACHMENT F**LOAN SERVICING POLICIES AND PROCEDURES
FOR THE CITY OF BRAWLEY**

The City of Brawley, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City of Brawley as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's City Council (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be

provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable

payments such that foreclosure is not necessary?

- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G**CITY OF BRAWLEY'S
FORECLOSURE POLICY****Sponsor As Junior Lienholder**

It is the City of Brawley's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which

time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H
CERTIFICATION OF OCCUPANCY
CITY OF BRAWLEY

I/we _____ declare as follows:

(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I**LEAD-BASED PAINT****VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found <input type="checkbox"/>			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

CITY OF BRAWLEY

Homebuyer Program Guidelines



For:

HOME Investment Partnerships Program

Community Development Block Grant
(CDBG) Program

CalHome Program

Serving the City of Brawley

CalHome Approved (date)

CDBG Approved (date)

HOME Approved (date)

HOMEBUYER PROGRAM GUIDELINES

Table of Contents

1.0. GENERAL

- 1.1. PROGRAM OUTREACH AND MARKETING**
- 1.2. APPLICATION PROCESS AND SELECTION**
- 1.3. THE HOME PURCHASE PROCESS**
- 1.4. HOMEBUYER COSTS**
- 1.5. HOMEBUYER EDUCATION**
- 1.6. CONFLICT OF INTEREST REQUIREMENTS**
- 1.7. NON-DISCRIMINATION REQUIREMENTS**

2.0. APPLICANT QUALIFICATIONS

- 2.1. CURRENT INCOME LIMITS**
- 2.2. INCOME QUALIFICATION CRITERIA**
- 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER**

3.0. HOUSING UNIT ELIGIBILITY

- 3.1. LOCATION AND CHARACTERISTICS**
- 3.2. CONDITIONS**
- 3.3. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE**
- 3.4. PROPER NOTIFICATION AND DISCLOSURES**

4.0. PURCHASE PRICE LIMITS

5.0. THE PRIMARY LOAN

- A. QUALIFYING RATIOS**
- B. INTEREST RATE**
- C. LOAN TERM**
- D. IMPOUND ACCOUNT**

6.0. THE PROGRAM LOAN

- A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**
- B. NON-RECURRING CLOSING COSTS**
- C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS**
- D. RATES AND TERMS FOR PROGRAM LOANS**
- E. LOAN-TO-VALUE RATIO**

7.0. PROGRAM LOAN REPAYMENT

- 7.1. PAYMENTS ARE VOLUNTARY**
- 7.2. RECEIVING LOAN REPAYMENTS**
- 7.3. DUE UPON SALE OR TRANSFER**
- 7.4. LOAN SERVICING POLICIES AND PROCEDURES**
- 7.5. LOAN MONITORING PROCEDURES**

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- 8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN**
- 8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING**
- 8.3. ESCROW PROCEDURES**

9.0. SUBORDINATE FINANCING

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

- 10.1. DEFINITION OF EXCEPTION**
- 10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES**

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

TABLE OF CONTENTS (CONTINUED)
ATTACHMENTS

- ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS**
ATTACHMENT B: ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS
**ATTACHMENT C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS; HOME PER
UNIT SUBSIDY LIMITS PER UNIT; CURRENT INCOME LIMITS**
ATTACHMENT D: LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT E: SELLER'S LEAD-BASED PAINT DISCLOSURE
**ATTACHMENT F: DISCLOSURE TO SELLER WITH VOLUNTARY, ARM'S LENGTH,
PURCHASE OFFER**
ATTACHMENT G: INSTRUCTIONS TO HOMEBUYER
**ATTACHMENT H: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION
FORM**
ATTACHMENT I: HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST

CITY OF BRAWLEY

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by the City of Brawley, (the "Program Operator").

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.

- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment (G) Instructions to Home Buyer, List of Participating Lenders, Attachment (E) Sellers Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

- C. Each applicant must participate in individual Homebuyer Counseling provided by the Program Operator and receive a certificate of completion.
- D. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH

HOUSING PAYMENTS

Principal & Interest Payment	\$ 865
Insurance	82
Taxes	<u>233</u>
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180

TOTAL OVERALL PAYMENTS

\$1,180	Housing
<u>+200</u>	<u>Other Debt Service</u>
\$1,380	Total Debt Service
(Overall debt service per month is 41% of \$3,388)	

OTHER HOUSEHOLD DEBT SERVICE

Car Payment	\$ 150
Credit Card Payment	<u>50</u>
Total Other Debt	\$ 200

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH

Purchase Price of Property	\$ 280,000
Less Primary loan amount	143,000
Less down payment of 1%	<u>2,800</u>
 Equals "GAP"	 \$ 134,200
 Plus estimated allowable settlement charges	 <u>8,400</u>
 Equals Total Subsidy	 \$ 142,600

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards;
 - 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer;
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor.

The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.

- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more if desired.
- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 25 to 30% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

- (a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including

stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to

convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may assist eligible homebuyers who are not "first-time" homebuyers.

HOME and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(l) Title 25 California Code of Regulations:

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for

less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within the city of Brawley."
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. New homes under construction are allowed provided the foundation is already poured prior to commitment of funds or signing of a purchase agreement.
- D. All housing units must be in compliance with State and local codes and ordinances.
- E. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City of Brawley as loss payee in order to close escrow.
- F. Housing must be "modest", having no more than three bedrooms, two bathrooms, and a two-car garage. Larger homes are acceptable if necessary for only the following reasons:
 - The family size necessitates additional bedroom(s); or
 - A reasonable accommodation is necessary due to the family's disability (e.g. an extra bedroom for an aide)

Exceptions for these reasons must be approved by the Loan Committee and must be documented for monitoring purposes.

3.2. CONDITIONS

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor's Program utilizes Federal funds and if the housing unit

was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

- 2) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
 - 3) Upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. Lead-Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "*Protect Your Family From Lead in Your Home*" (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A.** Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B.** All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

For HOME, the purchase price limits for this Program shall not exceed the HOME Maximum Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD.

Note: For CalHome-funded loans, the home purchase price is limited as follows: The purchase price cannot exceed 100% of the area median purchase price as established

by comparable sales or information provided by the California Real Estate Association.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 30% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 35% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for Sponsor's County per bedroom per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> and **shall never exceed the amount of the primary mortgage**. See Attachment C of these Program Guidelines for current limits. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A.. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

The Program loan's term shall be for 30 years.

The Program loan's interest rate shall be 0% simple interest.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

**AmeriNat
c/o City of Brawley
8121 E Florence Avenue
Downey, CA 90240**

- B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- B. If an owner wants to convert the property to a rental unit, or any commercial or

non-residential use, the loan is due and payable.

- C. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

- B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's governing body, after proposed changes are approved by applicable HCD Contract Management Representative(s).

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 24 CFR Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR IMPERIAL COUNTY

(HOME Value Limits as of 4/1/2018)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$211,000	\$269,000

HOME SUBSIDY LIMITS PER UNIT FOR IMPERIAL COUNTY

(Limits are effective 06/04/2018)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$147,074	\$168,600	\$205,017	\$265,228	\$291,136

INCOME LIMITS FOR IMPERIAL COUNTY*

(Limits became effective 6/1/2018)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(for HOME and CDBG limits, choose "State CDBG, HOME and NHTF - Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits")

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

SEE ADDITIONAL OCCUPANCY FACTORS ON FOLLOWING PAGE

- Children may share a bedroom, up to 2 children per bedroom.

- **Children shall be permitted a separate bedroom from their parents.**
- **Adults not in a partner relationship may have their own bedroom.**
- **4 or more people – a second bathroom is allowable.**
- **8 or more people – a third bathroom is allowable.**
- **Same rules apply to mobile home units.**

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF BRAWLEY

The City of Brawley, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes (or Lender will use loan collection Company to collect payments). Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. Except for HOME-funded loans, if borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Brawley as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME).

Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower might move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor

interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- 1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- 2. not have a temporary interest rate buy-down;

3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan

payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
- (ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) ☐ Purchaser has received copies of all information listed above.
- (d) ☐ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) ☐ Purchaser has (check (i) or (ii) below):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR HOME AND CDBG).

Agent's Acknowledgment (initial)

- (f) ☐ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Brawley program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
CITY OF BRAWLEY

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. After consultation with Program Operator regarding approved bedroom and bathroom maximums (always 3 bedrooms and 2 bathrooms unless overcrowding justifies more to be approved), participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home or the seller has been the only occupant during those three months.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos and preliminary title report
- D. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Grant Agreement, Owner-Occupant Agreement with City of Brawley, and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow Settlement Statement, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

ATTACHMENT H LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt <input type="checkbox"/>
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:
Contact Name:	Contact Signature:	
Date:	Address:	Phone:

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

<https://portalapps.hud.gov/CORVID/HUDLBPAdvisor/info/documents/D-2%20-%20Homebuyer%20Program%20Lead%20Compliance%20Document%20Checklist.pdf>

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY ADOPTING
THE REVISED PROGRAM GUIDELINES FOR THE CITY OF BRAWLEY CDBG SINGLE
FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAM AND THE HOMEBUYER
PROGRAM**

WHEREAS, the City of Brawley City Council has been presented with the revised City of Brawley CDBG Single-Family Housing Rehabilitation Program Guidelines and CDBG Homebuyer Guidelines; and

WHEREAS, changes to the CDBG Housing Rehabilitation Program Guidelines and the CDBG Homebuyer Program Guidelines were necessary in order to clarify proper program applications within the eligible CDBG activities.

WHEREAS, changes to the CDBG Housing Rehabilitation Program Guidelines and CDBG Homebuyer Program Guidelines were necessary in order to protect the State of California Housing & Community Development Block Grant (CDBG) Program and the City's financial interests and to provide funds to eligible homeowners and homebuyers; and

WHEREAS, the City of Brawley Housing Rehabilitation Program Guidelines and the Homebuyer Program under the presented guidelines are funded and regulated by CDBG.

NOW, THEREFORE, BE IT RESOLVED that the City of Brawley City Council hereby approve the CDBG Housing Rehabilitation Program Guidelines and CDBG Homebuyer Program Guidelines as presented.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Brawley held on February 19, 2019 by the following vote:

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

**STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY**

I, **ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2019- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 19th day of February 19, 2019, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED:

Alma Benavides, City Clerk

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: February 19, 2019

City Manager: 

PREPARED BY: Gordon Gaste, Development Services Director

PRESENTED BY: Gordon Gaste, Development Services Director

SUBJECT: 15-HOME-10897 Owner Occupied Housing Rehabilitation Program

CITY MANAGER RECOMMENDATION: Approve Loan #H10897-447 to be funded by 15-HOME-10897 and award contract to Raul Garcia Construction in the amount of \$146,850.

DISCUSSION: The City of Brawley is a recipient of a State of California Housing & Community Development (HCD) Home Investment Partnership Program (HOME) grant that enables the City to administer its own Owner-Occupied Housing Rehabilitation Program. Loan #H10897-447 has been subject to a loan underwriting analysis and determined to comply with the State approved program guidelines.

In reviewing the application, such matters as the housing rehabilitation applicant's income, credit report, title information, appraisals, etc. are considered. Due to lack of equity after rehabilitation value, a HOME partial assistance amount is granted, based on current HOME guidelines.

The City Housing staff has received the approval from HCD based on the Statutory Worksheet and Test for Reconstruction to proceed with the project. After complete review of the project, the City of Brawley Community Development Services Housing Division recommends proceeding with final approval, funding the loan and awarding the contract to Raul Garcia Construction in the amount of \$146,850.

FISCAL IMPACT: \$132,332 /15-HOME-10897
\$14,518 Grant

ATTACHMENTS: Council Fact Sheet

City of Brawley
Housing Rehabilitation Program
COUNCIL FACT SHEET

Case # H10897-447

Household Size/Type 5/Single Family Dwelling

Annual Income: \$ 31,482.36

Projected Loan to Value: 100 %*

Contractor's Bids:	<u>A & N Quality Builders Inc.</u>	<u>\$149,000</u>
	<u>AJRA Construction</u>	<u>\$161,200</u>
	<u>R. Garcia Construction</u>	<u>\$146,850</u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

Proposed Funding Source: 15-HOME-10897

AMOUNT REQUESTED:	Winning Bid	<u>\$146,850</u>
	Packaging/Service	<u> </u>
	Insurance	<u> </u>
	TOTAL	<u>146,850.00</u>

0% Deferred (Includes Elderly)	<u>\$ 132,332.00</u>
1% Deferred	<u> </u>
3% Deferred	<u> </u>
2% Amortized	<u> </u>
3% Amortized	<u> </u>
4% Amortized (Rentals)	<u> </u>
Grant	<u>\$14,518.00</u>

PAYMENT 0

SCOPE OF WORK:

1475 Sq. Footage of structure, 3 bedrooms, 2 bathrooms. Installing new roof trusses and roofing system. Installing a new electrical panel and rewiring the home. Replacing the windows and drywall throughout the house. Installing a new kitchen and bathrooms. Replacing the foundation and installing new flooring. Replacing the A/C and water heater.

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 02/19/19

City Manager: RPM

PREPARED BY: Marjo Mello, Interim Parks and Recreation Director, Library Director

PRESENTED BY: Marjo Mello, Interim Parks and Recreation Director, Library Director

SUBJECT: Request for co-sponsorship of the Mobile Consulate of Mexico Program

CITY MANAGER RECOMMENDATION: Approve request for co-sponsorship and waive insurance requirement.

DISCUSSION: The Consulate of Mexico would like to offer a Mobile Consulate visit at the Main Branch Library, located at 400 Main St. on February 23, 2019. The Mobile Consulate offers the same services that the Consulate in Calexico offers such as help with passports, obtaining legal documents such as birth certificates, marriage licenses, etc.

The Consulate held the same event last autumn, with much success. Local organizations had information booths in the park at the library entrance, and dozens of people received help. The library's operation was positively impacted with use and some Brawley residents discovered a new community resource.

The co-sponsorship allows the Consulate to not encumber any fees for the use of the facility and the insurance requirement is waived. Traditionally, no fees are charged for the use of the library building or meeting room. Insurance requirements still apply.

FISCAL IMPACT: No facility fees are required and the insurance requirement is waived.

ATTACHMENTS: Facilities Use Request
Consulate letter requesting waiver of facilities use and insurance



CITY OF BRAWLEY

LIONS MEMORIAL CENTER
225 A STREET
BRAWLEY, CALIFORNIA
92227
PHONE: 344-5675

DEPARTMENT OF PARKS
AND
RECREATION

CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) February 23rd/2019 ACTIVITY Consulcado Movil
NAME OF APPLICANT Mario Beltran ADDRESS 408 Heber Avenue Calexico, CA
HOME PHONE 760 357 3863 WORK PHONE Ext 123
ORGANIZATION Consulate of Mexico NON-PROFIT # _____

Will this activity be a fund-raiser? Yes ☐ No ☒
Admission fee, entry fee or donation? Yes ☐ No ☒
If yes, where will the proceeds go? _____

FACILITY REQUESTED

- ☐ Lions Center Gymnasium
- ☐ Lions Center Conf. Room
- ☐ Lions Center Kitchen
- ☐ Lions Center Entire Facility
- ☐ Lions Center Pool
- ☐ Senior Center Main Hall
- ☐ Senior Center Meeting Room
- ☐ Senior Center Kitchen
- ☐ Senior Center Entire Facility
- ☐ Cattle Call Large Arena
- ☐ Horseshow Ring
- ☐ Cattle Call Entire Facility
- ☐ Park
- ☐ Teen Center Recreation Room
- ☐ Teen Center Kitchen
- ☐ Del Rio Community Center Room

*Public &
Library*

TIMES AND ATTENDANCE

Approx. attendance 150 Adults
10 Minors
Set-up & Starting day before - 12:00 AM/PM
Guests Arrive at 9:00 AM/PM
Ending & Clean-up 4:30 AM/PM
Total Hours 7:30

I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

Tables _____ Other _____
Chairs _____
Trash Cans _____

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley's rules and regulations, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

Mario Jesus Beltran Mainero
Tercer Secretario

APPLICANT'S SIGNATURE

TITLE Consul for Community Affairs DATE JAN 25th 2019

STAFF NOTES:

CHARGES AND DEPOSITS

PRIORITY

APPLICATION: ☐ APPROVED ☐ DENIED
EMPLOYEE REQUIRED ☐

BY: [Signature]

DATE: Jan. 29. 2019

FACILITY	HRS	CHARGE	TOTAL
<input type="checkbox"/> Lions Center	@	\$	\$
<input type="checkbox"/> Senior Center	@	\$	\$
<input type="checkbox"/> Cattle Call	@	\$	\$
<input type="checkbox"/> Parks	@	\$	\$
<input type="checkbox"/> Lions Pool	@	\$	\$
<input type="checkbox"/> Teen Center	@	\$	\$
<input type="checkbox"/> Del Rio Community Center	@	\$	\$

N/C

NEEDED: ☒ Security ☐
☒ Insurance ☐
☐ Council Approval ☐

Paid On _____ # _____

Paid On _____ # _____

Refundable Deposit _____ \$

Total Fees _____ \$

CC ☐ Parks
☐ Recreation
☐ Senior Citizens
☐ Buildings
☒ *Library*

Refund Approval ☐ Yes ☐ No

Amount of Refund: _____

Entered on Calendar ☐

Copies issued by: _____

Employee: _____



SRE
SECRETARÍA DE
RELACIONES
EXTERIORES

CONSULATE OF MEXICO
CALEXICO, CALIFORNIA

January 23rd, 2019

Hon. Donald L. Wharton
Mayor
City of Brawley, CA

Hoping that I find you well, I would like to take this opportunity to request, once again, your kind support for our Mobile Consulate Program in the City of Brawley, CA.

With the objective of providing consular services to the Mexican-American community, including the issuance of passports and other official Mexican documents, as well as to inform them about our programs related to education, health and legal counsel, we have scheduled an event on Saturday, February 23rd, 2019.

As in previous occasions, we are planning to hold this community event at Brawley Public Library. On that regard, we have duly submitted the required facilities use application form to the Parks & Recreation Department.

If at all possible, we would like to request from you and Brawley's City Council to waive the rental fee of the facility as well as the requirement to obtain insurance to cover the event.

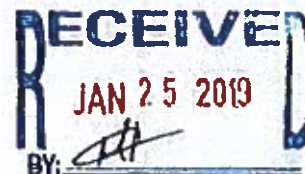
Looking forward to your kind support.

Sincerely,

Tonatiah Romero Reyes
Consul of Mexico

MB

408 Heber Ave. Calexico, California 92231
Tel.: (760) 357-3863 <http://www.sre.gob.mx/calexico>



COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 02/19/2019

City Manager: 

PREPARED BY: Victor Garcia, Assistant Civil Engineer

PRESENTED BY: Guillermo Sillas, P.E., Public Works Director

SUBJECT: Congestion Mitigation and Air Quality Call for Projects 2018

CITY MANAGER RECOMMENDATION: Adopt Resolution No. 2019-__ of the City Council of the City of Brawley, California, authorizing the submission of the City of Brawley's Proposed Projects in response to Imperial County Transportation Commission's (ICTC) Congestion Mitigation and Air Quality (CMAQ) Call for Projects 2018 for Fiscal Years 19/20, 20/21, and 21/22.

DISCUSSION: The Congestion Mitigation and Air Quality Improvement Program (CMAQ) is a federally funded program reauthorized under Moving Ahead for Progress in the 21st Century, known as MAP-21. The purpose of the CMAQ program is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), and particulate matter (both PM10 and PM2.5).

Each CMAQ project must meet three basic criteria:

- Represent a transportation project
- Generate an emissions reduction
- Be located in or benefit a nonattainment or maintenance area

CMAQ projects may be located on any public road with no restriction to functional classification (such as with the RSTP program where road improvements are restricted to federal-aid highways only). CMAQ funds cannot be used to remove and/or replace existing pavement on or off the federal-aid system.

The Imperial County Transportation Commission (ICTC) issued the 2018 CMAQ Call for Projects on November 6, 2018 with a stated deadline of February 8, 2019. On December 7, 2018 ICTC issued a CMAQ guidelines revision that was approved on December 12, 2018, extending the deadline to apply to March 1, 2019. Approximately \$5,266,128 is estimated for projects to be apportioned into three (3) different fiscal years.

The following projects are proposed for ICTC's consideration:

<u>Priority Project</u>	<u>Estimate</u>
1 Legion Street Phase 1 (Northern ½ Street from Frontage Street east of SR86 to S. Western Avenue)	\$1,100,000
2 Western Avenue Phase I (Full width street from Wildcat Drive to Legion Street)	\$1,100,000

The ICTC approved CMAQ Call for Projects Guidelines and Selection Criteria require that proposed projects are accompanied by a formal City Council resolution stating that each project will meet project delivery schedules and staff will be directed to ensure that projects are delivered in a timely manner.

The projects were selected in consideration of the reduction of particulate matter, traffic flow improvements, increased circulation, and other considerations such as existing trip generators (Retail Establishments, Hospital and Medical Facilities).

FISCAL IMPACT: A local match of up to 11.47% of the total grant amount will be required. Development Impact Fees and LTA funds may be utilized for the projects ultimately awarded by ICTC.

ATTACHMENTS: Resolution No. 2019-
Funding Matrix for City Roadway Projects

RESOLUTION NO. 2019-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY OF BRAWLEY'S PROJECTS FOR THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) CALL FOR PROJECTS FOR FISCAL YEARS 2019/2020, 2020/2021, AND 2021/2022 AND SUPPORTING THE PROJECT DELIVERY SCHEDULES AND TIMELY USE OF FUNDING.

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the timely use of State and Federal funds; and

WHEREAS, the City of Brawley is able to apply for and receive Federal and State funding including Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, the City of Brawley desires to ensure that its projects are delivered in a timely manner to preclude losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Brawley that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and

WHEREAS, the estimated CMAQ funding available in the ICTC Region are as follows:

FY 2019/2020	\$1,756,009	estimated
FY 2020/2021	\$1,755,380	estimated
FY 2021/2022	\$1,754,739	estimated
Total	\$5,266,128	estimated

WHEREAS, ICTC issued a CMAQ call for projects to all its members with a deadline of March 1, 2019; and

WHEREAS, the City of Brawley Public Works Department proposes the following projects:

Priority	Project	From	To	Classification	Estimate
1	Legion St. Phase 1, Northern ½ street	Frontage Street east of SR86	S. Western Ave.	Minor Arterial	\$1,100,000
2	Western Avenue Phase 1, full width street	Wildcat Drive	Legion St.	Major Collector	\$1,100,000

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Brawley City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
2. That failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission

Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

3. That the City of Brawley City Council does direct its management and engineering staff to ensure all Federal and State-funded projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City of Brawley City Council.
4. The City of Brawley hereby accepts to participate with up to a 11.47% local match if the projects are awarded.

APPROVED, PASSED AND ADOPTED on this 19th day of February, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

I, ALMA BENAVIDES, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2019- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 19th day of February 2019, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: February 19th, 2019

Alma Benavides, City Clerk

STREET PROJECTS FY 18/19, FY 19/20, FY 20/21, FY 21/22				
PROJECT TYPE	TOTAL COST ESTIMATE	FEDERAL FUNDS	LOCAL MATCH	COMMENTS
SB1 FY 17/18 Allocation. LTA Phase 11 (16th, 17th, 18th Streets)	\$167,316.47	\$150,100.00	\$17,216.47 11.47%	Const on FY 18/19
SB1 FY 18/19 Allocation. Legion Rd. from Hwy 86 to 150 LF west of Evelyn St.	\$498,458.17	\$447,168.00	\$51,290.17	Const on FY 18/19
SB1 FY 18/19 Local Partnership Formulaic Program. Legion St. from 150 LF west of Evelyn St. to 190 LF west of Kelley Ave.	\$418,216.18	\$209,108.09	\$209,108.09	50% Local Match. Const on FY 18/19
STBG 2018. Legion St. from 190 LF west of Kelley Ave. to the west Deflection point (1,840 LF to the west).	\$700,000.00	\$619,710.00	\$80,290.00	FY 19/20, FY 20/21, FY 21/22
CMAQ 2018. Legion St. from the east of Hwy 86 frontage St. to Western Ave. Northern half street only.	\$1,100,000.00	\$973,830.00	\$126,170.00	FY 19/20, FY 20/21, FY 21/22
CMAQ 2015. Wildcat Dr. from Western Ave. to First St. STREET DESIGN	\$65,960.00	\$58,394.39	\$7,565.61	FY 18/19 (Funds transfer to construc.)
CMAQ 2015. Wildcat Dr. from Western Ave. to First St. STREET CONSTRUCTION	\$942,040.00	\$833,988.01	\$108,051.99	FY 18/19 (Funds transfer from Design)
CMAQ 2015 Related. Wildcat Dr. from Western Ave. to First St. IID BEST CANAL UNDERGROUNDING DESIGN	\$79,800.00		\$79,800.00	FY 18/19
CMAQ 2015 Related. Wildcat Dr. from Western Ave. to First St. IID BEST CANAL UNDERGROUNDING CONSTRUCTION	\$800,000.00		\$800,000.00	FY 18/19

TOTAL \$4,771,790.82 \$3,292,298.49 \$1,479,492.33

**Development Impact Fees accrued as of
December 2017**

\$1,165,221.38

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 02/19/2019

City Manager: 

PREPARED BY: Victor Garcia, Assistant Civil Engineer

PRESENTED BY: Guillermo Sillas, P.E., Public Works Director

SUBJECT: Surface Transportation Block Grant (STBG) Call for Projects 2018

CITY MANAGER RECOMMENDATION: Solicit public comment and adopt Resolution No. 2019-__ of the City Council of the City of Brawley, California, Authorizing the Submission of the City of Brawley's Proposed Projects in response to ICTC's Surface Transportation Block Grant (STBG) 2018 Call for Projects for Fiscal Years 2019/2020, 2020/2021, and 2021/2022.

DISCUSSION: The Surface Transportation Block Grant (STBG) is a federal funding program authorized under the Fixing America's Surface Transportation (FAST) Act (Pub. L. 114-94) signed by the President on December 4, 2015. The FAST Act changed the name of the program from "Surface Transportation Program" (STP) to STBG. The program provides funding for transportation projects located on federal-aid roads.

The Imperial County Transportation Commission (ICTC) issued the 2018 CMAQ Call for Projects on November 6, 2018 with a stated deadline of February 8, 2019. ICTC issued a STBG guidelines revision extending the deadline to apply to March 1, 2019. Approximately \$7,624,440 is estimated for projects to be apportioned into three (3) different fiscal years.

The ICTC approved the STBG call for projects guidelines and selection criteria on December 12, 2018. Local approval of projects is a stated requirement of the selection criteria. Local approval shall be considered and obtained by a resolution of the Brawley City Council indicating:

- Opportunity for public comment
- Identification of the specific local match amount and source and type of any other funds used to leverage the project
- Compliance with the City of Brawley's Circulation Element
- Reference to the Pavement Management Plan for rehabilitation projects

The following projects are proposed for ICTC's consideration:

Priority	Project	From	To	Classification	Estimate
1	Legion St.	West of Kelley Ave.	West street Deflection	Minor Arterial	\$700,000
2	K St.	Hwy 86	8 th St.	Minor Arterial	\$750,000
	K St.	Hwy 86	Rio Vista Ave.	Minor Arterial	
3	River Drive	Western Ave.	7 th St.	Minor Arterial	\$950,000
	Panno St.	Willard Ave.	Legion St.	Major Collector	

The projects were selected in consideration of the existing pavement condition index as defined in the City of Brawley Pavement Management Program and other considerations such as existing trip generators (Pioneers Memorial Hospital and Medical Facilities, Wal-Mart corridor, Educational Institutions, Recreational Institutions, Residential Areas).

FISCAL IMPACT: A local match of up to 11.47% of the total grant amount will be required. Development Impact Fees and LTA funds may be utilized for the project/s ultimately awarded by ICTC.

ATTACHMENTS:

1. Resolution 2019-
2. California Road System Map 18x55

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY OF BRAWLEY'S PROJECTS FOR THE SURFACE TRANSPORTATION BLOCK GRANT (STBG) 2018 CALL FOR PROJECTS FOR FISCAL YEARS 2019/2020, 2020/2021, and 2021/2022.

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the timely use of State and Federal funds; and

WHEREAS, the City of Brawley is able to apply for and receive Federal and State funding including Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the City of Brawley desires to ensure that its projects are delivered in a timely manner to preclude losing funds for non-delivery; and

WHEREAS, it is understood by the City of Brawley that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and

WHEREAS, the estimated STBG Dollar apportionments in the Imperial County Transportation Commission (ICTC) Region are as follows:

FY 2019/2020	\$2,543,965	estimated
FY 2020/2021	\$2,541,496	estimated
FY 2021/2022	\$2,538,979	estimated
Total	\$7,624,440	estimated

WHEREAS, ICTC issued a 2018 STBG call for projects to all its members with a deadline of March 1, 2019; and

WHEREAS, the City of Brawley Public Works Engineering Department proposes the 3 following projects:

Priority	Project	From	To	Classification	Estimate
1	Legion St.	West of Kelley Ave.	West street deflection	Minor Arterial	\$700,000
2	K St.	Hwy 86	8 th St.	Minor Arterial	\$750,000
	K St.	Hwy 86	Rio Vista Ave.	Minor Arterial	
3	River Drive	Western Ave.	7 th St.	Minor Arterial	\$950,000
	Panno St.	Willard Ave.	Legion St.	Major Collector	

WHEREAS, the City of Brawley has historically been at an extreme disadvantage to fund projects of this nature due to unfunded mandates and its revenue base is unable to provide the infrastructure that is needed to maintain an adequate level of service of local major collectors and minor arterials; and

WHEREAS, the STBG call for projects represents a major opportunity to provide much needed surface improvements to enhance the City's deteriorated streets; and

WHEREAS, the citizens of the City of Brawley would greatly benefit from this type of construction.

NOW, THEREFORE, BE IT RESOLVED, that the City of Brawley City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded, and:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROGRAM GUIDELINES

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City of Brawley City Council does direct its management and engineering staffs to ensure all federal and state-funded projects are carried out in a timely manner as per the requirements of AB1012 and the directive of the City of Brawley City Council.

THE FOREGOING RESOLUTION was passed and adopted by the City of Brawley City Council on February 19, 2019.

CITY OF BRAWLEY, CALIFORNIA

Donald L. Wharton, Mayor

ATTEST:

Alma Benavides, City Clerk

**STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY**

I, ALMA BENAVIDES, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2019- was passed and adopted by the City Council of the City of Brawley, California, at

a regular meeting held on the 19th day of February 2019, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: February 19th, 2019

Alma Benavides, City Clerk

SEE MAP 18X45

SEE MAP 18X54

Date: 11/06/15

APPROVED
FEDERAL HIGHWAY ADMINISTRATION
Date: 11/06/71
FOR: VINCENT P. LABAGNARO
DIVISION ADMINISTRATION



SEE MAP 18Y15

SIGN ROUTES

MAP 18X55

165

COUNCIL AGENDA REPORT
City of Brawley

Meeting Date: 2/19/2019

City Manager: 

PREPARED BY: Guillermo Sillas, P.E., Public Works Director

PRESENTED BY: Guillermo Sillas, P.E., Public Works Director

SUBJECT: Professional Engineering Services Agreement to Design Wildcat Drive Improvements Project from Western Avenue to South First Street

CITY MANAGER RECOMMENDATION: Award contract and authorize agreement with LC Engineering Consultants, Inc. for Professional Engineering Services to Design the Wildcat Drive Improvements Project from Western Avenue to South First Street in an amount not to exceed \$65,960.

DISCUSSION: The City of Brawley submitted a Congestion Mitigation & Air Quality (CMAQ) project application to Caltrans on September 15, 2015 for a grant of federal funds. The Wildcat Drive Improvements Project consists of paving and related improvements of the south half width street of the segment between Western Avenue and First Street.

On June 22, 2017, Caltrans awarded a grant to the City for this project. The grant amount totals \$207,839 from which federal funds are \$184,000 and the City will contribute with 11.47% or \$23,839 from Development Impact Fees. On January 15, 2019, the City received one proposal from LC Engineering Consultants, Inc. after a publicly advertised Request for Proposals (RFP) for Professional Engineering Services. After careful review and evaluation of the proposal per the advertised guidelines and with Caltrans' concurrence, it is staff's recommendation to award the contract to LC Engineering and Consultants, Inc. This contract is for an amount not exceed \$65,960 with a City's local match of 11.47% or \$7,565.61.

FISCAL IMPACT: \$65,960 from FY 18/19 Capital Projects - Streets Fund 421
88.53% CMAQ Grant of \$58,394.39
11.47% Local Match in Development Impact Fees of \$7,565.61

ATTACHMENTS: Agreement
Proposal

**CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
DESIGN WILDCAT DRIVE IMPROVEMENTS PROJECT FROM
WESTERN AVENUE TO SOUTH FIRST STREET**

- 1.0** **The Parties.** This Contract is made by and between the City of Brawley ("City") and LC Engineering Consultants Inc. ("Consultant").
- 2.0** **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0** **Time of Contract.** Consultant shall perform the services required under this Contract within 60 calendar days from the date of the Contract.
- 4.0** **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to Provide Professional Engineering Services for Design Wildcat Drive Improvements from Western Avenue to First Street.
- 4.1 Details of Scope of Work are contained in the Request for Proposals (RFP) for Professional Engineering Services for Design Wildcat Drive Improvements Project from Western Avenue to First Street dated January 15, 2019, attached herewith as Exhibit A and by this reference made a part hereof.
- 5.0** **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is Sixty-Five Thousand Nine Hundred Sixty Dollars and 00/100 (\$65,960) without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.
- 6.0** **Payment**

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include, project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to date, invoice number and invoice date. All invoices shall be sent to City. Attention: Guillermo Sillas. See Section 22.2, "Notice and Communications".

- 6.1 Compensation. Monthly progress payments shall be billed and based on work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. See Exhibit B for a sample of a typical invoice.
- 6.2 Billing Dispute. In the event City disputes the amount of an invoice, it shall notify Consultant within 20 days of receipt of the invoice and otherwise timely pay any undisputed portion of the invoice.

7.0 Records and Audits

- 7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.
- 7.2 Audit. City may perform an audit of the time based and reimbursable expense costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 Control of Work.

Consultant shall report on all Work performed for City through City's Contract Manager and any designated representatives. Consultant shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

9.0 Ownership of Documents

- 9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the City to the Consultant herein become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports. Any reuse or modification of such Documents for purposes other than those intended herein shall be provided at the City's sole risk and without liability to the Consultant.
- 9.2 Confidentiality. In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Consultant before entering into this Agreement;

- d. Information developed by Consultant through its work with other clients; and
- e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

10.0 Duties of Consultant

- 10.1 **Degree of Care.** In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations at the same time and in the same locality.
- 10.2 **Licenses.** Consultant represents to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.
- 10.3 **Correction of Improper Services.** Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

11.0 Suspension

City may, upon 10 calendar day written notice, direct Consultant to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Consultant, this Contract may be supplemented to compensate Consultant for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Consultant shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Consultant shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Consultant after such suspension on 10 calendar day written notice from City.

12.0 Termination

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 day written notice to Consultant. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

- 12.1 **Termination for Cause.** If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.
 - 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.
 - 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses

incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.

12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:

12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.

12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.

12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.

12.3.4 Take such other actions as City may reasonably direct.

13.0 Insurance

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:

13.1 Commercial General Liability Insurance. Commercial General Liability coverage at least as broad as Insurance Services Office form CG 00 01. No claims made or modified occurrence forms will be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall include bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy shall be endorsed to provide that City of Brawley and its officers, officials, employees, and agents are additional insureds. This provision shall also apply to any excess policies.

13.2 Business Auto Liability Insurance. Business auto coverage at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Limits shall be no less than \$1,000,000 combined single limit per accident.

13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law and Employer's Liability Insurance no less than \$1,000,000 per accident. Consultant shall submit to City, along with the certificate of insurance, a Waiver Subrogation endorsement in favor of City of Brawley, its officers, agents, and employees. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.

13.4 Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance covering the services to be performed in connection with this Agreement shall be maintained with policy limits of not

less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

14.0 Indemnification

For Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

For other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceeding, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including by not limited to officers, employees or subcontractors of Consultant.

15.0 Relationship of Parties

Consultant shall, for all purposes, be an independent contractor as to City and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant and City.

16.0 Assignment and Subcontracting

16.1 **Non-Assignment.** A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.2 **Successors and Assigns.** This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

17.0 Laws and Regulations

Consultant will comply in the performance of the Contract with all laws and regulations applicable to Consultant in its performance of the Contract.

18.0 Force Majeure

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch,

and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

19.0 Attorneys' Fees

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

20.0 Governing Law and Venue

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

21.0 Integration

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those set forth in this Contract.

22.0 Authorized Representatives and Notices

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

TO: City of Brawley
Guillermo Sillas, P.E., Public Works Director/
City Engineer
180 South Western Avenue
Brawley, CA 92227
Phone: (760) 344-5800 Ext. 19
Fax: (760) 344-5612
E-mail: gsillas@brawley-ca.gov

TO: LC Engineering Consultants, Inc
Mauricio Lam, P.E./Principal Engineer
1065 State St.
El Centro, CA 92243
Phone: (760) 353-8110
Fax: (760) 352-6408
E-mail: mauriciolam@lcec-inc.com

22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

23.0 Waiver

The failure of City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Consultant from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

24.0 Survival of Obligations and Liabilities

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Consultant of its obligations for work completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Consultant of its liabilities at law or under this Contract.

25.0 Severability

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or un-enforceability adversely affects the material consideration for its performance under this Contract such party may, by giving written notice to the other party, terminate this Contract.

26.0 Execution and Effective Date. This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the _____ day of _____, _____.

Dated: _____, 2019.

CITY OF BRAWLEY, CALIFORNIA

ATTEST:

By: _____
Rosanna B. Moore, City Manager

By: _____
Alma Benavides, City Clerk

Dated: _____, 2019.

CONSULTANT
LC Engineering Consultants Inc.

By: _____
Mauricio Lam, P.E., Principal Engineer

**CITY OF BRAWLEY
EXHIBIT A
SCOPE OF SERVICES
CONSULTING SERVICES CONTRACT
PROFESSIONAL ENGINEERING SERVICES
FOR
DESIGN WILDCAT DRIVE IMPROVEMENTS PROJECT FROM
WESTERN AVENUE TO SOUTH FIRST STREET**

1.0 General Scope of Work

The General Scope of Work is for Consultant to Provide Professional Engineering Services for Design Wildcat Drive Improvements Project from Western Avenue to First Street.

2.0 Specific Scope of Work

2.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services for Design Wildcat Drive Improvements Project from Western Avenue to First Street dated January 15, 2019.

EXHIBIT B

Typical Monthly Invoice

Consultant's Letterhead

City of Brawley

Project Title: Design Wildcat Drive Improvements Project from Western Avenue to First Street.

Services from: (Date) to (Date)

Total Contract Amount
Previously Billed
Current Billing
Billed to Date
Amount Remaining
Total This Invoice

*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.

[illegible]

**AFFIDAVIT OF PUBLICATION
(2015.5 C.C.P.)**

STATE OF CALIFORNIA

County of Imperial

I am a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk* of the printer of the

Imperial Valley Press

a newspaper of general circulation, printed and published daily in the City of El Centro, County of Imperial and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Imperial, State of California, under the date of October 9, 1951, Case Number 26775; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/11, 01/03.


I certify (or declare) under penalty of perjury that the foregoing is true and correct.


SIGNATURE

Name of Account: CITY OF BRAWLEY
Order Number: 11240383
Ad Number: 31476572

* Printer, Foreman of the Printer, or Principal Clerk of the Printer
Date: 3rd day of January, 2019.
at El Centro, California.

This space is for the County Clerk's
Filling Stamp:


CITY OF BRAWLEY
REQUEST FOR PROPOSALS
FOR
ENGINEERING DESIGN SERVICES
WILDCAT DRIVE IMPROVEMENTS PROJECT
FROM
WESTERN AVENUE TO SOUTH FIRST STREET

The City of Brawley is requesting Request for Proposals (RFP's) to provide Engineering Design Services for Wildcat Drive Improvements Project from Western Avenue to First Street for the City of Brawley.

SEALED PROPOSALS will be received by the City Clerk, 383 Main Street, Brawley, California 92227, until 2:00 P.M., Pacific Daylight Time on **January 15, 2019**.

All proposals shall be in accordance with the Request for Proposals (RFP) on file in the Office of the City Clerk, 383 Main Street, Brawley, California 92227. Copies of the RFP may be obtained from the Office of the City Clerk, Monday - Friday, from 8am - 12pm and 1pm - 5pm (closed from 12pm - 1pm), at the address indicated herein.

All proposals shall be submitted in a sealed envelope with the proposal name and address on the outside of the envelope, and clearly marked **PROPOSAL: ENGINEERING DESIGN SERVICES FOR WILDCAT DRIVE IMPROVEMENTS PROJECT FROM WESTERN AVENUE TO FIRST STREET**.

The City of Brawley hereby notifies all proposers that it will ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The City of Brawley does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in its programs or activities.

This Request for Proposal does not commit the City to award a Contract or to pay any costs incurred in the preparation of the proposal. The City Council reserves the right to reject any or all proposals, and the right to waive any irregularities in the process if deemed in the best interest of the City of Brawley.

Please direct all questions relating to this work to Mr. Victor Garcia, Assistant Civil Engineer, 180 South Western Avenue, Brawley, CA 92227, (760) 344-5800 Ext. 17, vgarcia@brawley-ca.gov. To obtain a copy of the Request for Proposals, please contact the Office of the City Clerk, 383 Main Street, Brawley, CA 92227, (760) 351-3090.

Date Published: **IMPERIAL VALLEY PRESS**
December 11, 2018
January 3, 2019
L516
D11J3

Alma Benavides, City Clerk



RECORD OF BUILDING PERMITS

January 2018

Prepared by: Oscar Escalante, Interim Building Official

2/14/2019

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
01/02/19	27975	Plumbing	048-320-012	4231 Highway 86	Donald M. Ehman	Owner	N/A
01/02/19	27976	Bathroom Remodel	048-292-008	433 Terrace Drive	Justin Mamer	Owner	\$25,000.00
01/04/19	27977	Slab	048-402-018	937 South Second Street	Michael and Maria Bandiera	Owner	\$5,300.00
01/04/19	27978	Sign	047-342-015	515 Main Street	Breakout Fitness	Owner	\$950.00
01/07/19	27979	Inspection Fee Only	047-352-010	919 "E" Street	I.V. Community Development	Macias Electric	N/A
01/08/19	27980	Plumbing/ROW	046-192-028	201 West Main Street	Tesoro Sierra Properties LLC	J&A Plumbing	N/A
01/09/19	27981	Reroof	046-212-014-000	235 Main Street	Heng Sim	Aguirre's Roofing	\$6,500.00
01/09/19	27982	Electrical	047-152-002-000	687 Bina Street	Mike Rosales	Owner	N/A
01/09/19	27983	Reroof	046-270-41	421 West Magnolia Street	Dennis Abubo	Brothers Roofing Co.	\$24,000.00
01/15/19	27984	Electrical	047-451-011-000	692 South 18th Street	Raul and Evelyn Zamudio	Owner	N/A
01/15/19	27985	New House	047-132-020	748 Adler Street	Jose and Maria Valenzuela	R. Garcia Construction, Inc.	\$135,000.00
01/16/19	27986	Mechanical	047-084-018	1342 Trail Street	Valentina Soto	Desert Air Conditioning	N/A
01/16/19	27987	Electrical	046-163-046	372 Driftwood Place	Delia Herrera Torres	Owner	N/A
01/18/19	27988	Patios	047-295-036-000	1179 Welcome Street	Maria D. Valles	Sauceda Construction	\$12,788.00
01/17/19	27989	Plumbing	048-101-023	209 "H" Street	Veronica Godinez	Owner	N/A
01/17/19	27990	House Remodel	049-132-019	526 South Imperial Avenue	James Nail	Top Builders Construction	\$45,000.00
01/22/19	27991	Mechanical	046-302-017	248 West Duarte Street	I.V. Community Development	Olvera Air Conditioning	N/A
01/22/19	27992	Mechanical	046-243-016	391 West "A" Street	Francisco Villaseñor	LW, Inc.	N/A
01/22/19	27993	Plumbing/ROW	049-140-007	815 "K" Street	Soco Group, Inc.	Owner	N/A
01/22/19	27994	New House	048-271-022-000	221 Bell Court	Imperial Valley Builders	CRS GC, Inc.	\$165,800.00
01/20/19	27995	New House	048-271-041	767 Cameron Court	Imperial Valley Builders	CRS GC, Inc.	\$165,800.00
01/22/19	27996	New House	048-271-042-000	757 Cameron Court	Imperial Valley Builders	CRS GC, Inc.	\$151,500.00
01/23/19	27997	Demo House	047-240-044	1525 "C" Street	Calipatria Rentals LLC	AJRA Construction	N/A
01/23/19	27998	Electrical	046-221-006	647 West "D" Street	Willis and Deborah McConnell	Stills Electric	N/A
01/24/19	27999	Mechanical	047-3583-006	942 "E" Street, House, #1,2,3	Gaston M. Ramirez	Olvera Air Conditioning	N/A
01/24/19	28000	Mechanical	047-073-061	1305 Jones Street	Jessie Sanchez	Air Conditioning Guys	N/A
01/24/19	28001	Inspection Fee Only	048-278-007-000	806 Kindig Avenue	Freedom Mortgage Corporation	Owner	N/A
01/25/19	28002	Electrical	048-430-008	1190 South Brawley Avenue	Brawley Petro, Inc.	Donco & Sons, Inc.	N/A
01/28/19	28003	Electrical	046-344-008	987 Ash Street	Francisco Cortez	Owner	N/A
01/28/19	28004	Right of Way	047-132-040	728 Adler Street	City of Brawley	So Cal Gas Co	N/A
01/29/19	28005	Partial Demo	046-163-029	285 West "D" Street	Ana Paine	Servpro of El Centro/Salton City	\$5,000.00
01/29/19	28006	Remodel House	048-020-013	630 West "K" Street	Kevin and Karen Smith	George Mitchell Builders	\$22,400.00
01/29/19	28007	Remodel Building	047-345-008	643 Main Street	Ciudad Plaza LLC	George Mitchell Builders	\$7,500.00
01/30/19	28008	Electrical	046-163-033	340 North El Cerrito Drive	Brenda J. Vogel	Stills Electric	N/A



2/14/2019

180